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HEARING OFFICER LIND: Are there any motions
preliminary to the hearing before we start?

MR. KAUCHER: Yes, sir. The Complainant
Environmental Protection Agency has one. I have
several, the first of which would be that we would
request leave to dismiss Paragraph 5 and 17. Para-
graph 5, referring to complaints about inadequate
fire protection provisions, we would like to move
to dismiss that. And Paragraph 17, complaining
about permitting feeding of farm or domestic ani-
mals, we would like to move to dismiss that. Your
Honor.

HEARING OFFICER LIND: All right, the motion
is granted.

MR. KAUCHER: And then we would, secondly,
like to move for leave to amend the Complaint in
Paragraph 8 through 17, of course excluding 5 and
17 -- 8 through 16 rather, excluding 5, to change
the first word in each paragraph from "since" to
"before, on and since" as it is in the first para-
graph, Your Honor.

HEARING OFFICER LIND: All right, the motion
is granted.

MR. BAKER: I object to that motion.

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HEARING OFFICER LIND: For the record the
respondent's attorney objects.

MR. BAKER: We don't believe that is proper
pleading, and it is certainly not even good notice
pleading.

MR. KAUCHER: And one further addition. I
notice the complaint is directed to Saugat and
Company. I believe it should read properly Paul
Saugat doing business as Saugat and Company, as
I understand it. Is it a separate corporation?

MR. BAKER: It is a corporation.

MR. KAUCHER: Well, so that we are covered,
why don't we put that Paul Saugat and Saugat and
Company, a Corporation -- I suppose to cover both
of them since I am not familiar with what the par-
ticular setup is.

HEARING OFFICER LIND: All right, the motion
is granted.

MR. BAKER: I have objected to Mr. Kaucher's
motion to amend Paragraph 2 to it by inserting
the words "before, on and since November 30, 1970."
I move to strike the word "before" in Paragraph 1
of the complaint.

HEARING OFFICER LIND: Is that the conclusion

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of your motion?

MR. BAKER: That is my motion.

HEARING OFFICER LIND: The motion is denied.

MR. BAKER: I also move to dismiss the entire Complaint on constitutional grounds; specifically that the rule-making power is unconstitutionally delegated and unconstitutionally exercised and, secondly, that the Pollution Control Board is an unconstitutional creation of the State of Illinois and specifically in its power that it might have to impose any fines. That is an unconstitutional delegation of judicial power to a non-judicial organization, and whereas the constitutional issues that underlie the whole creation of the rule-making power, its exercise and of the Board itself.

HEARING OFFICER LIND: All right. The motion is denied. Are there any other preliminary motions?

MR. BAKER: I have none.

MR. KARCHER: I have no further.

HEARING OFFICER LIND: If not, we are ready

to proceed with the case of the Environmental Protection Agency versus Paul Sargent and the Sargent Company, which was docketed as No. PCB 71-29 before the Pollution Control Board of the State of Illinois.

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My name is Stanley L. Lind. I am the
Hearing Officer in this case appointed by Mr.
David P. Currie, the Chairman of the Illinois
Pollution Control Board.

A Complaint in this case was filed by
the Environmental Protection Agency on February 26,
1971. Notice was subsequently given in the East
St. Louis Countyville News indicating that the
Illinois Pollution Control Board would hold a
public hearing in this matter at 9:30 A.M. on
April 13, 1971 at the Sargent Village Hall, Sargent,
Illinois.

For the purposes of the record I would
like at this time to have counsel enter their oral
appearances.

MR. KUCHER: Your Honor, for and on behalf
of the Environmental Protection Agency I am Robert
P. Kuecher, 4715 West Main Street, Belleville,
and duly and legally appointed Special Assistant
Attorney General and hereby and herewith appear
for the Environmental Protection Agency.

MR. BAKER: I am Harold G. Baker, Jr., an
attorney with offices in Belleville. I am licensed
to practice before the Supreme Court of Illinois.

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and I represent the defendant Paul Seagel and
Seagel and Company. My mailing address is
Denver A, Belleville.

HEARING OFFICER LIND: At this time I would
like to have all witnesses who intend to testify
at this hearing give us their names and addresses.
Would the attorneys like to call their witnesses?

MR. KAUCHER: Yes, sir. We will have Mr.

Andrew Vollmer. Andy, what is your address?

MR. VOLLMER: 1800 East Morgan, Springfield,
Illinois.

MR. KAUCHER: And Mr. Roy Hart. And, Roy --

MR. HART: I live at New Douglas, Illinois,

and the street address is Main and St. Louis Avenue.

MR. KAUCHER: And Mr. Kenneth Mensing.

MR. MESSING: My address is 101 Cumberland,

Collinsville.

MR. KAUCHER: And Mr. Richard Ballard.

MR. BALLARD: 8911 North Park Drive, East St.

Louis.

MR. KAUCHER: And those are the witnesses

that I expect to call, Mr. Lind.

HEARING OFFICER LIND: Thank you.

MR. BAKER: The respondents will call Mr.

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Paul Sargent. He lives in the village of Sargent.
And --

MR. SURYANATHAN: Arlie Neffmeyer from
Neffmeyer Brothers, 11905 Beverly Green Drive,
St. Louis, Missouri.

MR. ROSEN: Jerry Dossan of Atlas Service
Company. I live at 125 Executive Drive, St. Louis.

MR. BAKER: And the respondents may also
call the fire chief of the village of Sargent and
perhaps certain members of the fire department.

RECALLING OFFICER LIND: All right. Are there
any other interested citizens who would like to
testify in this case? If so, we would like to
have your name at this time. All right.

Our rules provide for the presentation
of opening statements. Mr. Kaubert, do you wish
to make an opening statement at this time?

MR. KAUBERT: Yes, sir. May it please the
Court, Mr. Baker, your Honor we have in the
Environmental Protection Agency filed this Complaint
against the defendant and allege some at this
point fifteen violations of the rules and regu-
lations as promulgated by the Department of Public
Health some time ago in 1966 and as carried forward

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under the Environmental Protection Act that was
enacted effective July 1, 1970 and set forth
with particularly the particular rule that we
feel was violated. And there are a number of
ones -- as I mentioned, some fifteen.

Without being repetitious, we accuse
the defendant of allowing open dumping at his
site, allowing open burning, not having an ade-
quate fence or a proper shelter for the people
that work there or to fence in the site and to
allow the material dumped to blow without the
benefit of a fence. We've allowed unapproved
unloading with no portable fences and improper
policing. He has not properly spread and compacted
the refuse as it is required. He hasn't covered
the refuse at the end of a working day with a
tack cover as is required. He's disposed of
liquids and hazardous materials without prior
approval and has an operation in the nature of
a chemical dump type of thing without prior approval
of the department. In specific violation of a
rule for the operation of dump site sites. We
don't have inspect and report requirements and we
will have evidence to show that there are violations

*Disposal
liquid
tag waste*

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of such present. He permitted unsanitary salvage operations -- people down on the dump salvaging material that shouldn't be. He permitted salvage operations near the face of the fill -- the face being the area most recently dumped into, which is again a violation. He spread the refuse over a large impractical area instead of a compact area or as small as is practical. He's permitted salvage operations to interfere with and delay the fill operations on a daily basis; allowed the salvage materials to remain on the site for a length of time beyond which required by the rules. He's allowed scavenging operations in violation of the rules.

We will present to Your Honor evidence of people who have inspected the site. We have photographs of the violations to present to you for your consideration, and we will proceed to do so as soon as allowed by the Court. Thank you.
MR. ALLEN: We reserve our right to make an opening statement, if we may.

HEARING OFFICER LIND: All right. Mr. Baker reserves his right to make an opening statement.

We will now proceed with the Complainant's

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case in chief.

MR. ZACHRY: Your Honor, we would like to move the Court to take judicial notice and incorporate into the record and admit into evidence and mark as Exhibit 1 the Rules and Regulations for Refuse Disposal Sites and Facilities as promulgated by the State of Illinois, Department of Public Health, Division of Sanitary Engineering, dated April, 1966, with the certification enclosed in it by Dr. Franklin D. Toller, the then Director of Public Health that these rules were adopted and promulgated by the Department of Public Health and to particularly judicially take notice thereof and to particularly judicially take notice of the Environmental Protection Agency in its provision specifically adopt the rules and regulations adopted by the previously existing agency and particularly the Department of Public Health. And we would move the Court to admit this into evidence under judicial notice as Complainant's Exhibit 1.

MR. BAKER: Our constitutional objection applies to that. If you overruled it, I make it again.

HEARING OFFICER LIND: Your motion will be

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allowed.

(Complainant's Exhibit No. 1
marked for identification and
received in evidence.)

MR. KAUCHER: Thank you, Your Honor. And
we will call as our first witness Mr. Andrew
Vollmer, Your Honor.

(Witness sworn by the Notary
Public.)

MR. KAUCHER: Your Honor, I wonder if it
might be wise for me to mark these now rather
than interrupt the testimony later on. We can
mark these, I suppose, on a page-by-page basis
and we can refer to the particular page.

(Complainant's Exhibit 2A
through 2H marked for identi-
fication.)

ANDREW A. VOLLMER

called as a witness herein on behalf of the
Complainant and having previously been sworn
by the Notary Public, was examined and testified
as follows:

DIRECT EXAMINATION

BY MR. KAUCHER:

Q Would you state your name please, sir?

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A Andrew A. Vollmer.

Q And your address?

A 1800 East Morgan, Springfield, Illinois.

Q Your age is what, Mr. Vollmer?

A Thirty-six.

Q Mr. Vollmer, what is your present occupation, sir?

A Photographer for the Environmental Protection Agency.

Q And how long have you been with the

Environmental Protection Agency?

A Since August of 1979.

Q And prior to that what was your line of endeavor, sir?

A I was audio-visual technician for the Department of Public Health, State of Illinois.

Q And how long had you worked for the Department of Public Health, sir?

A Three and a half years.

Q Now, in your work with the Department of Public Health and the Environmental Protection Agency have you had occasion to become familiar with rules and regulations as introduced into evidence here as Complainant's Exhibit 1?

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A Yes, I have.

Q Now, have you had occasion to make an inspection of refuse disposal sites during your tenure with the Environmental Protection Agency?

A Yes, I have.

Q And have you done so (any of that work) while you were with the Department of Public Health?

A No, sir.

Q And since August of 1970 then you have made inspections of refuse disposal sites and have you taken any photographs while making those inspections?

A Yes, sir.

Q Now, are you familiar with and know how to use a camera, Mr. Vollmer?

A Yes, sir.

Q And what type of camera do you ordinarily use in your work?

A A Maflyla two and a quarter and three and a quarter press.

Q And you have used that camera in your work, is that correct, sir?

A Yes, sir.

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Q Now, have you had occasion to use other cameras and take other photographs during the course of your employment with the Department of Public Health?

A Yes, sir.

Q Or your own personal use?

A Yes, sir.

Q How long have you been using a camera and taking photographs?

A Sixteen years.

Q Now, since you were working with the Department of Public Health -- or, I beg your pardon, the Environmental Protection Agency and making the refuse disposal site inspections have you had occasion to make an inspection of a site of Paul Saugat or Saugat and Company dump here in St. Clair County, Illinois?

A Yes, sir.

Q And are you familiar with the location of the site?

A Yes, sir.

Q All right. And is it located in St. Clair County, Illinois?

A Yes, sir.

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Q And we have no hole in this hearing today
in August, Illinois and are you familiar with
where it is in reference to the hearing building,
sir?

A Vaguely.

Q And can you generally describe for me
the type of site it is, the general location and
that sort of thing, sir, as best you can recall
from your inspection.

A It's a Jordan area adjacent to the
Mississippi River. It's just west to the power
plant.

Q All right. And when was it that you
first inspected the Sargent site, sir?

A August the 11th, 1970.

Q And were you alone or in the company
of somebody when you made that inspection?

A No. I was with Dick Ballard and Roy
Bart.

Q Now, when you made that inspection,
did you have occasion... Did you have your
camera with you?

A Yes, sir.

Q Did you have occasion to take any

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Photographs, sir?

A Yes, sir.

Q All right. Let me hand you what's
been marked Complainant's Exhibit 2A through
2H and ask you to look at those, first of all,
and take a look at them and tell me, first of
all, whether those are photographs made by your-
self, sir.

A Yes, sir.

Q And were they made by the camera that
you have described that you operate?

A Yes, sir.

Q And do those pictures truly and accu-
rately show and portray the area that they pertain
to show?

A Yes, sir.

Q And did you take those pictures yourself?

A Yes, sir.

Q And are they true and correct as far
as you recall the area that you photographed when
comparing them with the photographs that you see
before you (here)?

A Yes, sir.

Q Now, let me ask you to go through them

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a few at a time and in particular Exhibit 21.
If you will first of all identify.... There
are two photographs on that page. First of all
identify when they were made and of what they
were made, Mr. Vollmer.

A The top one was taken on August the
11th showing the face of the fill taken towards
the east. The bottom one was taken on August
the 12th taken towards the east, also showing
the face of the fill.

Q With respect to the first photograph,
what area, if it is the same or different than
the first, does the second photograph show?

A It shows basically the same area of
coverage that the first one shows. It shows
the refuse uncovered. There is a barrel in the
picture. That is identifiable in both pictures.

Q And do you recall taking that photograph,
sir?

A Yes, sir.

Q And do you recall the general area that
you photographed with your camera as regards the
two pictures -- what you tried to photograph --
the general area that you tried to photograph.

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A Yes, sir.

Q And did you try to photograph in the second photograph the same general area that you photographed in the first?

A Yes, sir.

Q And that was taken how much later in time -- the second photograph?

A That was taken the next day, approximately 24 hours later.

Q And let me.... Well, first of all, this Exhibit 2A and all of them through 2H were taken of what refuse disposal site?

A Paul Saugat. Saugat and Company.

Q The defendant in this case, is that correct, sir?

A Yes, sir.

Q Let me hand you Exhibit 2B and ask you, first of all, the date that they were taken and the area of the photograph that you purport to show there, sir.

A The top was taken on August the 11th, taken towards the south. The center one was taken on August the 12th, also taken towards the south. And the bottom one was taken on August the 12th,

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taken towards the southwest.

Q And did you again take those photographs
yourself?

A Yes, I did.

Q Now, with reference to the second and
third (by that I mean the middle and the bottom
photograph) as respects to the first and the area
shown on the photograph, is there a similarity
of the area?

A Yes, there is.

Q And when you took the photograph, what
was your purpose in taking the area that you
photographed there?

A To pick out identifiable objects that
were on the face of the fill on the first day
and see if the same objects were there the sec-
ond day, showing that the face had not been
covered at the end of each working day.

Q And were there on the day you were out
there objects that you identified and as are seen
on the photographs there that were there the sec-
ond day as well as the first day?

A Yes, sir.

Q And would you name some of them that

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you saw that you can see there?

A There's some wood crating that's in both pictures. Barrels that's in both pictures. There's a wood protruding through the top of the bank. The same thing is there on the second day protruding the same as it was the first day.

Q Now about the third photograph down there as compared to the first? The bottom compared to the top I should say.

A The bottom one was taken at a different direction, shooting straight into the fill instead of shooting sideways at the fill, showing the articles at a closer distance.

Q Does it show the same general area as is in the center photograph of the page or the top photograph?

A Yes, sir.

MARKING OFFICER LIND: Mr. Kaucher, you have eight sets of photographs as exhibits here. Would it be possible to expedite things by asking him some general questions as to the remaining of them or isn't there a similar pattern?

MR. KAUCHER: There is a similar pattern, Your Honor, yes, sir. They cover --

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HEARING OFFICER LIND: If Mr. Baker has no objection, he might present the photographs more or less. I guess, from (he had been through A and B) C to B, is that correct?

MR. KAUCHER: If the Court doesn't mind, I think for purposes of the record I would rather go through and identify each one.

HEARING OFFICER LIND: All right, if that would be --

MR. KAUCHER: I would anticipate that this may be carried further than the Board because of what Mr. Baker's constitutional objections are, and I think to preserve the record I had better do that, Your Honor.

HEARING OFFICER LIND: All right.

MR. KAUCHER: Let me hand you Exhibit 2C and ask you, first of all, to identify the date they were made and the area that they purport to show and what the comparison is between the three, if you will, sir.

THE WITNESS: The first one was taken on August the 11th, taken towards the southwest. There was an enormous pile of beer cans that was in the upper center portion of the first picture,

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and that same amount of beer cans is on the second picture taken on August the 12th.

And the third picture taken on August the 12th, showing the same area, taken towards the southwest. There is an old door there with a red box. The same item is in all three pictures.

Q All right, sir. Were those photographs taken of the same general area and show the same general things as to the Sargent camp?

A Yes, sir.

Q Let me hand you Exhibit 20, which again is three photographs, and give me the date they were made and the area shown and what you're attempting to portray with those photographs.

A The first one was taken on August the 11th, taken towards the southwest, showing the refuse on the top of the fill area. The second one was taken on August the 12th, taken towards the southwest, showing refuse that is uncovered. And the third one was taken on August the 12th, taken towards the east, showing refuse uncovered.

Q Again, this was taken of the same general area -- the second and third of the same

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general area that you had taken of the top photo-
graph, is that correct?

A Yes, sir.

Q And you took these photographs yourself?

A Yes.

Q Let me hand you Exhibit 22, which is

again three photographs on a page, and if you
would give me the date each one was taken, refer-
ring to top, center and bottom, and the area they
were taken and the conditions portrayed in them.

A The first one was taken November 30,

1970, taken towards the southwest, on top of the
fill area, showing salvage material that was

stockpiled on the site. The second one was taken
November 30, taken towards the south, which has

evidence of under-surface burning with discolora-

tion of some cover material there that is discolored
from the fumes and the smoke from the fire. The

third picture was taken on December the 1st. It

shows a pile of brush and other refuse that is

on fire, taken towards the north.

Q All right. And let me hand you Exhibit

27 and ask you if you would tell me the date they
were made. There are two photographs on that page.

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The date they were made, referring to top and bottom, and of what and what they show.

A The first one was taken on November 30th, taken towards the northeast, showing an enormous amount of uncovered refuse. The second one was taken on December 1st, taken towards the northeast, showing refuse uncovered also.

Q Referring back to the top photograph on Exhibit 25, I see a barrel and some other things in the center of the photograph. What does that portray in the center of that photograph on the top of 25?

A That is salvage material that was pulled out of the refuse and put over to the side.

Q Let me hand you 26 and ask you the date.... There are two photographs on that page. Is that correct, sir?

A Yes, sir.

Q The date that the top was made and the date the bottom was made and what they show, sir.

A The top one was made on November 30th, taken towards the north. It shows a pile of refuse. The bottom was taken on December 1st, taken towards

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the north (the same area) which shows the refuse
there partially covered.

Q All right. And 2B, Mr. Vollmer, again
with two photographs, if you will tell me the
date that they were taken and what they show,
sir.

A The first one was taken on November 30,
taken towards the south, showing the refuse is
not properly covered with exposed refuse on the
face. The second one was taken on December 1st,
taken towards the northwest, showing the material
being burned and also under-surface burning com-
ing from the face area.

Q Are there open flames shown on that
last photograph?

A Yes, there is.

Q Your Honor, we would like to move for
the withdrawal of Complainant's Exhibit 2A through
2E.

LEADING OFFICER LIND: All right. The evi-

dence is admitted.

MR. BAKER: We object to 2A through 2D on
the same grounds as our objection to the use of
the word "before" in each of the paragraphs to

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describe a date.

HEARING OFFICER LIND: 2A through 2D?

MR. BAKER: 2A through 2D. Those go back
to August, which is --

HEARING OFFICER LIND: All right.

MR. BAKER: -- before what I thought was
the starting date.

HEARING OFFICER LIND: All right. The objec-
tion is overruled. The evidence is admitted.

(Complainant's Exhibits No.

2A through 2H were received
in evidence.)

MR. KAUCHER: Now, Mr. Vollmer, on your
inspection trips down there -- I think you said
the first one was August the 11th, is that cor-
rect, sir?

A Yes, sir.

Q Well, were you down there again on the
date that these photographs were made?

A Yes, sir.

Q And what dates were those?

A I was down there August the 12th, November
30, and December 1st of 1970.

Q Now, in respect to the rules and regulations

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for refuse disposal sites which you are familiar, did you notice any other violation of these rules in your inspection while you were down there, and in particular can you detail for me the violations that you noticed that were going on down there?

MR. MARTIN: I object. This man is only a photographer. That's all his qualifications are, and I don't think he is an expert of the matters that would answer that question.

MR. KAUCHER: Your Honor, he's testified that he's worked for the Environmental Protection Agency for some time. He's familiar with the rules and regulations and qualified enough to be able to take photographs to portray the claimed violations that we have claimed. And I would think if he is qualified to photograph them, he of necessity must be qualified to recognize what they are in the first place to photograph.

You can't photograph something you don't know what it is, and I think he's demonstrated by the photographs he's presented here of the fire and open burning and all the other violations that the photographs purport to show

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that he does know.

Q Could you re-read the original question,
please?

(Question read back by the
Reporter.)

MR. BAKER: I have a further objection. I
hate to do it now. He was there four times. If
he is allowed to answer the question, he must
specify on which occasion he saw what.

I still don't think this man is quali-
fied as an expert.

MR. KAUCHER: I can refine that. We would
be more than happy to refine it by date if that
is your primary objection.

MR. BAKER: That is not my primary objection.

HEARING OFFICER LIND: Well, the objection
will be overruled and the witness may testify.

MR. KAUCHER: Did you notice any violation
in your inspection trip of these rules with which
you are familiar, Mr. Vollmer?

THE WITNESS: There was no shelter provided
for the employees at the land fill.

Q And any others that you can recall as
you sit there, sir?

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A Well, there was no portable fencing provided to eliminate wind blown litter. There was no gate to the site. The site was not adequately fenced to prohibit any promiscuous dumping.

There were people out there going through the refuse that was dumped, salvaging it and interfering with the operations. They were walking through the entire field area pulling out salvage material and stockpiling it on the site.

MR. BAKER: I am going to move to strike his answer for he hasn't specified on what date or dates any of these things occurred.

MR. KAUCHER: Well, maybe I can cure that. What date was it that you saw these violations, Mr. Vollmer?

THE WITNESS: On August the 11th and August the 12th.

Q All right. Now, on your next trip down, which I think you said was November the 30th or 1970, did you observe any other -- well, any violations of the rules that we talked about that are exhibited and admitted into evidence as Complainant's Exhibit 17 Any other violations on that November 30 visit, and if so tell us what

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they were.

A November 30 there was still no shelter,
no portable fencing, inadequate gate, lack of
daily cover.

Q How could you establish that there was
a lack of daily cover, Mr. Vollmer?

A Well, the same items on November 30,
I was able to find the same items in the same
location and photograph them showing that there
was no daily cover at the end of that working
day when the item was still in the same location
on the second day.

Q Which was December 1st.

A Which was December 1st. And also on
December 1st there was open burning of refuse.

Q Did you make any inspection of the
premises with respect to the cover material that
was being used or if there wasn't any such being
used?

A There was some cover material being
used. On August the 11th and 12th they were using
cinders to cover the top of the fill area. On
December 1st they were using earth material from
below the face of the fill to start on their

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cover operation. Also cinders were being put on top of the fill.

Q And by "cinders" do you mean what the ordinary person considers as cinders -- the results of a fire and coal burning and that sort of thing? Is that what you're talking about cinders?

A Yes, sir.

Q What, if anything, did you notice concerning insects or rodents in the area?

A There were several rat holes along the berm between the site and the river. There is a dirt berm along the side there, and there was several rat holes in plain view that you can identify that there were rodents at the site.

Q How close to the river was the area there that you're talking about now where the rodent holes were and the face of the dump was?

A Oh, I would estimate 75 yards.

Q Was there anything between the dump and the river bank?

A No, sir.

Q Were there any other violations now that I haven't asked you about that you noticed on any of the occasions that you have mentioned

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that you were there on August 11th and 12th and
November 30th and December 1st, Mr. Vollmer?

A Not that I recall.

MR. KAUCHER: You may examine.

MR. BAKER: I move to strike all of the
testimony, Your Honor, that pertains to any
period of time -- any date, anything that occurred
prior to November 30, 1970 on the same grounds
that I have stated in my objection earlier.

HEARING OFFICER LIND: The motion is denied
and the testimony will stand.

MR. KAUCHER: So that our record is clear,
I take it you are referring to your motion
directed to the pleadings of before November 30.

MR. BAKER: I objected to your motion to
amend to add the period of time before November 30.

MR. KAUCHER: Yes.

MR. BAKER: And I also move to strike your
allegation in Paragraph 1.

MR. KAUCHER: Yes.

MR. BAKER: That pertained to before November
30.

MR. KAUCHER: And that is the motion you
refer to?

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MR. BAKER: The same motion.

CROSS EXAMINATION

BY MR. BAKER:

Q Are you sure there is nothing between
the dump and the river?

A There is ground between the dump and
the river, but there is no building or....

Q What is there there? You said there
was nothing. What is there, in fact, between
the river and the dump?

A There is a berm along the side of the
land fill.

Q What is a berm?

A Mound of dirt that has been put up
there as a levy.

Q So, there is a levy.

A Yes.

Q So, there is something between the
river and the land fill.

A Land or levy.

Q Well, that is something, isn't it?

A I guess it would be, yes.

Q When the glacier left this area, that
wasn't there, was it?

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A No.

Q It has been put in, hasn't it?

A Yes, sir.

Q It's not natural. It's man made.

A It's man made.

Q Now, you said on August 11th and

August the 12th there was no gate.

A Yes, sir.

Q Then you said on November the 30th and

December 1st there was an inadequate gate.

A There was a cable laying across, but

I assume this was --

Q Was that cable there in August?

A I didn't notice it in August.

Q But there was a cable there in December?

A Yes, sir.

Q You concluded it wasn't adequate?

A Yes, sir.

Q But, there was an obvious attempt to
have a gate.

A It was laying on the ground.

Q Well, there were people going in and
out, weren't there?

A Yes, sir.

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Q What would you do with the gate if there weren't people going in and out.

A Well, you could go around it, because there's no fence on the side of it.

Q Were there employees present on the four days you were there?

A Yes, sir.

Q Were they trying to cover?

A They were trying to cover on the 30th.

Q Of November?

A Yes, sir.

Q Were they attempting to cover on the

1st of December?

A Yes, sir.

Q Were they attempting to cover back in

August?

A No, sir.

Q No attempt to cover while you were

present?

A No, sir. All he was doing was pushing refuse over the face of the fill.

Q Any evidence that there had been an attempt to cover on the 12th?

A No, sir.

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Q What time on the 11th were you there?

A In the morning.

Q What time?

A Roughly 11:00.

Q What time on the 12th?

A It was between 10 and 11 on the 12th.

Q November 30, when were you there?

A It was in the morning on November 30

also.

Q What about on December 1st?

A It was in the morning.

Q You testified in respect to the middle

photograph on 2E.

A Yes, sir.

Q Something about burning.

A Yes, sir.

Q Was there, in fact, burning (indicating)

flames, smoke coming out of the material that is
shown in the middle picture on Exhibit 2B?

A There was no flames. There was an

odor coming out of there, and the discoloration
was heat.

Q How do you know it was heat? Did you
feel it?

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A I could feel it, yes, sir.

Q There wasn't any open burning?

A There was no open burning, no, sir.

Q On the 12th there was a fire -- in

fact, a fire -- I'm sorry, on the 1st of December.

A On the 1st of December, yes, sir.

Q Was anything being done about that fire?

A No, sir.

Q You know how long the fire had been

going on?

A No, sir. It was going on when we got
there and it was still there when we left.

Q How long were you there?

A Approximately 20 minutes.

Q You don't know whether the fire trucks
were coming or anybody was doing anything?

A No, sir.

Q Were any of the employees present attempt-
ing to put out the fire on the 1st?

A There were employees there, but they
were not attempting to put out the fire.

Q A pretty hot fire?

A I wouldn't want to stick my hand in it.
I would say yes.

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Q You wouldn't want to be riding a bulldozer trying to put it out with dirt either, would you?

A I think it could have been put out. It was small brush and other refuse. It wasn't an enormous fire. It was probably one load of wood tree trimmings, things of this nature.

Q Where was it in location to the face of the fill?

A It was right over the face of the fill.

Q You know how long it burned?

A No, sir.

Q You think you could have put it out with a bulldozer?

A Yes.

Q Would it be better to put it out with a hose?

A It would be a lot quicker.

Q And safer too?

A Right.

Q Where did you see the rat holes?

A They were along the levy.

Q On the levy itself?

A Yes, sir.

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Q And how far is that from the fill?

A Eight feet.

Q You're sure they were rat holes?

A Yes, sir.

Q Why?

A The rat tracks that were coming in and
out of the front of the holes.

Q That's a violation, isn't it?

A Yes, sir.

Q How come you didn't take a picture of
that?

A I didn't think it was important enough
to take pictures of the rat holes.

Q Wherever there is a dump, there are rats,
aren't there?

A Chances are there are, yes, sir.

MR. BAKER: No other questions.

HEARING OFFICER LIND: Any redirect?

MR. KAUCHER: No redirect. Thank you, Mr.
Vollmer.

(Whereupon the witness was
excused.)

MR. KAUCHER: I will call Roy Hart to the
stand.

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(Witness sworn by the Notary
Public.)

ROY HART

called as a witness herein on behalf of the
Complainant and having previously been sworn
by the Notary Public was examined and testified
as follows:

DIRECT EXAMINATION

BY MR. KAUCHER:

Q Mr. Hart, would you state your name
and address for the record, please?

A I am Roy Hart. I live in New Douglas,
Illinois, Main and St. Louis Avenue.

Q Mr. Hart, your age is what, sir?

A Thirty-one.

Q And by whom are you presently employed?

A The Environmental Protection Agency,
State of Illinois.

Q And how long have you been with that
Agency?

A Ever since its inception, July the 1st.

Q Of 1970?

A Of 1970.

Q And in what department or what is your
job with that Agency?

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A I'm a Sanitary Inspector.

Q And out of what office do you work?

A Collinsville.

Q Now, prior to the inception of the

Environmental Protection Agency on July 1 of
1970 by whom were you employed?

A Public Health Department in the same
capacity.

Q State of Illinois?

A Yes, sir.

Q And what type of work did you do for
that agency?

A Sanitary Inspector.

Q And how long were you doing that type
of work, Mr. Hart, for the Department of Public
Health?

A I started in.... Well, I have been
with the Department of the State of Illinois 14
months and it was from January the 1st of 1970
to July the 1st, 1970 was with the Public Health
Department, and ever since then I've been with
the Environmental Protection Agency.

Q Are you familiar with the Rules and
Regulations for Refuse Disposal Sites and Facilities

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as Promulgated by the Department of Public Health,
Division of Sanitary Engineering, that applied
to the refuse disposal sites? Are you familiar
with those rules?

A Yes, sir.

Q And did you receive any sort of train-
ing when you went to work with the Department of
Public Health, Mr. Hart?

A Well, Mr. Ballard was in charge of
solid waste activities, and for about the first
three or four months why he trained me to inspect
land fills and know what the rules and regulations
were.

Q And what sort of schooling did you have --
formal education?

A I have a high school education.

Q Now, after you received your training
from Mr. Ballard and with the Department of Public
Health, did you enter into the inspection of refuse
disposal sites on your own?

A Yes, sir.

Q And have you continued to do that even
up to today?

A Yes, sir.

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Q Now, let me ask you if you are familiar
with a refuse disposal site operated by Paul
Sauget or Sauget and Company in St. Clair County,
Illinois.

A Yes, sir.

Q And that is located in St. Clair County,
is it not?

A Yes, sir.

Q And in the Village of Sauget?

A Yes, sir.

Q Have you been to the site?

A Yes, sir.

Q And how frequently -- without at this
moment specifying the dates, how frequently did
you call down there?

A Well, during the year of 1970 and this
year here I guess I was down there four or five
times. But, Mr. Ballard was still in charge of
the solid waste activity, and he was there most
of the time. But, I have made about four or five
inspections at that site.

Q All right. And do you have a record
and would you give us the dates that you did
inspect the Sauget disposal site?

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A May the 22nd, 1970.

Q All right.

A June the 19th, 1970.

Q All right.

A August 11th, 1970.

Q All right.

A And March the 8th, 1971.

Q Now, with reference to the August 11th

inspection that you made, were you with someone
when you made that inspection trip?

A Yes, sir. I was with Andrew Vollmer
and Richard Ballard.

Q And Mr. Vollmer is the man who just
testified here, is that correct, sir?

A Yes.

Q Now, did you when you were down there
inspect the dump and look at the area around
there at that time, sir?

MR. BAKER: Excuse me. I object to the
testimony of anything that he saw prior to
November 30, 1970.

HEARING OFFICER LIND: Your objection is
overruled.

MR. BAKER: And I also object to the specific

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question for Mr. Kaucher didn't ask him on which
of the four occasions he is inquiring about.

MR. KAUCHER: Yes. I specified August the
11th.

MR. BAKER: Okay.

MR. KAUCHER: I think I specified that date.
But, so that we are clear about it, referring
particularly to the August 11 date did you inspect
the disposal site down there, Mr. Hart?

A Yes, sir.

Q And would you detail for us, sir, what
you saw that you felt to be in your opinion as
an inspector a violation of the Rules and Regula-
tions for Disposal Sites and Facilities that I
have referred to that is in evidence here as
Exhibit 1.

MR. BAKER: I object. There's nothing shown
in this record yet that makes this man an expert.
Just because he's got a fancy sounding title
given him by somebody in the State of Illinois,
this does not make him an expert. His educational
qualifications certainly don't lead us to conclude
he is an expert.

I have no objection to his testifying

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to actual things he saw, but I do object to his voicing an opinion as to whether or not a given thing constitutes a violation. That is for you to determine and for the Board to determine and not for this person who is not an expert in my opinion.

MR. KAUCHER: Your Honor, what we have asked him to testify to was what he saw on that day that he felt to be a violation. If Mr. Baker objects to him delineating what he saw, we can start at the beginning and have him testify to everything he saw. But, I think in his capacity and from his testimony as to being familiar with what the rules and regulations for the operation of a disposal site are certainly he can testify about the activities that he saw, which is all that I asked; not what his opinion is, but the activities that he saw, which he feels were in contravention to these rules.

I am not asking why he felt that way but what he saw -- the observations that he made with reference to this particular subject. I am not asking for his opinion. I am asking for what he saw on that subject. That's all I am asking.

HEARING OFFICER L'W'D: I think the witness

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can answer even though he may not be qualified as an expert. I don't think he is testifying to -- I don't think he is giving expert testimony in this regard. He will testify as to what he saw on that occasion.

MR. BAKER: And I think Mr. Kaucher's suggestion is proper. We don't want to know everything he saw.

MR. KAUCHER: All right. I was just trying to limit it.

HEARING OFFICER LIND: The objection is overruled.

MR. KAUCHER: Now, Mr. Hart, it's your turn. You can talk now.

THE WITNESS: Well, refuse was being dumped on the south end of the site not in a confined area over the entire south end of the site and was approximately five feet high approximately, and there was evidence that this refuse that was there was there prior to that date.

Q Let me ask you this before you go any further. You say it was about five feet high. Do you have a judgment as to the length of that south face that you mentioned that it was being

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dumped over the entire area of?

A I would judge it to be 125 to 150 foot long.

Q And by five foot high you mean the face of the dump to the ground?

A Well, on the top where there was the ramp area, it was at least five or six feet high right on the -- just this side of the fill face. And the fill face was exposed, and the fill face would have probably been 25 to 30 feet high in some spots. But, on the top of the ramp area there was refuse at least five feet high.

Q And in the operation (you correct me if I'm wrong) this five foot pile is then pushed over onto the face of the dump, which is 25 or 30 feet high. Is that what you're saying?

A Yes.

Q All right. I didn't understand what you were talking about. So, this is dumped on top of the covered area, which is in back of the face of the dump. Is that what you're talking about?

A Yes.

Q All right. I didn't understand what you were talking about. And then I didn't mean

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to interrupt you. I wanted to bring that out, because I wasn't certain what you were talking about there. And you noticed that covered an area like this.

Now, what else, if anything, did you see?

A Well, there was no evidence of sanitary facilities for the employees -- no shed or anything of that nature.

Q Did you see any shelter at all for the employees there?

A Nothing that I would constitute shelter.

Q Well, did you see anything, first of all, rather than your opinion. But, what did you see?

A I saw trucks.

Q What?

A Trucks and things of that nature that a person could get in in case of a rain, but no shed or building or anything like that.

Q And what, if anything, did you notice about a fence or fencing, if any, around the area?

A There was none.

Q Was there any permanent fencing at all?

A No, sir.

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Q How about a portable fence? Was there any sort of a portable fence?

A No, sir.

Q What else did you notice about the site that you are limiting it to these areas we are concerned with which are claimed violations?

MR. BAKER: We are still on August 11?

MR. KAUCHER: Oh, yes.

THE WITNESS: That's about the extent of what I remember what we saw.

Q Do you recall the type of cover material that had been used or was being used out there?

A It was some type of a cinder that they use for cover material.

Q Could you determine whether the previous days fill had been covered or not?

A Yes, sir. It had not been covered.

Q How were you able to determine that, Mr. Hart; that the previous day's dumping or disposal material had not been covered that night.

A You're talking about on August the 11th?

Q Yes. Or, were you able to determine that on August the 11th?

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A Well, as you go into the site just prior to the ramp area, there was an area there that I was watching to see if they would cover this area. And, it was easy to determine this -- whether they had covered adequately or not. And, on every visit I was there that small area there at least had not been covered.

And by physical observation the best you could determine whether refuse has been dumped that day or the day before, it didn't appear that there had been any cover prior to August the 11th -- August the 10th.

Q And on this particular occasion on August the 12th did you make any comparisons as to what you had seen on August 11?

A Mr. Mensing was with Mr. Ballard and Mr. Vollmer on August 12th.

Q You were not out there on August the 12th?

A Yes, sir.

Q What, if anything, did you notice concerning any liquid or hazardous material out there?

A On the south end of the site more on the west side there was a big pool of red looking

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liquid. I don't know what type it was, but there was a pretty large pool of it.

Q How large is "pretty large"? Can you give us in feet or square yards?

A I would say 15 to 20.

Q Feet?

A Yes, sir.

Q Were you able in any way to determine the depth of that, Mr. Hart?

A It looked like possibly about six to eight inches deep.

Q Were you able to determine or make a judgment from what you could see or smell or hear or anything as to what the material was?

A It smelled like some kind of a solid.

Q It did have an odor to it?

A Yes, sir.

Q And can you describe the odor?

A Well, other than to say it smelled like some type of a solid, I wouldn't know how to describe it.

Q Did you see any other liquids or what was called hazardous materials on your inspection on the 11th of August?

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A Well, north of the ramp area there's a huge pool of chemical liquids in a fenced area there.

Q By "huge" now, can you give me a judgment of the area that we're talking about, Mr. Hart?

A I would say it's probably 50 feet across and probably 175 to 200 feet long.

Q Could you smell any odor from this pool?

A Yes, sir.

Q And what, if anything, else concerning the condition of the color and surface of it or anything did you notice about it?

A Well, it has a reddish tint to it.

Q Was there any disruption in the surface of it or was it smooth? Any bubbling or anything like that?

A As I recall, it was pretty smooth.

Q You say there was a fence around it?

A On this side and down the side. (Indicating)

Q Now, when you say "this side", that doesn't appear in writing here for the record. Can you give us the direction? Maybe that would help.

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A Yes, sir. On the east side of it it's fenced off and the south side it's fenced off. And it has a gate that was open when we drove through.

Q Was there any lock or watchman on the gate at the time you drove through or anyone anyone anywhere in the near vicinity of it?

A There was no watchman. I never noticed if there was a lock or not. It looked like a gate that could be locked though.

Q Now, did the fence that you saw there extend over onto or around the other part of the disposal site?

A No. This is north of the ramp area where they use for refuse disposal.

Q Were you able to determine whether any salvage operations were being conducted when you were there on the 11th of August?

A Yes, sir, there was people.

Q How could you tell that and what did you see?

A There was people in the fill area pulling pipes and various articles out of the area.

HEARING OFFICER LIND: How many people?

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THE WITNESS: Well, I noticed one fellow there.

MR. KAUCHER: Did you see anybody other than the one person down there?

THE WITNESS: Not doing that. There was people standing around there, but I noticed the one fellow pulling salvage materials out of the fill face.

Q Where were the rest of them standing around?

A Well, it could have been truck drivers. I don't know. But, there was people around the ramp area there.

Q Did you see any salvage material gathered or stored anywhere on the site?

A Well, there was salvage. There was a truck parked right close to the fill face area, approximately eight to ten feet, something like that, and there was salvage materials on the ground around this truck. I suppose it was going to be loaded onto the truck. But, they were scattered around there.

HEARING OFFICER LIND: Could you describe some of the salvage material?

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THE WITNESS: I noticed a lot of pipe.

HEARING OFFICER LIND: Refrigerators, stoves.

THE WITNESS: There was a few refrigerators
that they had.

MR. KAUCHER: Was there anything other than
metal objects? Let me ask you that.

THE WITNESS: I didn't notice much of any-
thing but metal. That was mainly the....

Q Now, when you were back there on the
8th of March, 1971, Mr. Hart, what did you find
the condition of that disposal site to be, sir,
on your inspection?

A Well, it was pretty much the same. They
wasn't covering adequately and --

MR. BAKER: I'm going to move to strike that
answer as not responsive. He expressed an opinion.
He said inadequate cover, and I don't think this
man is an expert.

MR. KAUCHER: Well, I think it requires a
further question which I started to ask and will
ask, Your Honor, as to how he was able to determine
that.

HEARING OFFICER LIND: What did you mean by
inadequate cover?

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THE WITNESS: Well, it wasn't covered at all. We call it -- the term we use is six inches of compacted earth is adequate cover. Well, this wasn't covered at all.

And again this area that I noticed on the side of the road there just before you pull onto the ramp area hadn't been covered.

MR. KAUCHER: That area you're talking about you noticed on August the 11th?

THE WITNESS: I noticed that one area on each one of my inspections to make sure whether people was neglecting to cover or not, because it was easy to detect because it was away from the ramp area.

Q So that I am correct, you are talking about an area that you noticed clear from back in May of 1970 and still saw the same area in March of 1971 uncovered.

A Yes, sir.

Q And comparing.... Well, let me ask you: Were there any other areas that you noticed had not been covered or were not covered?

A Well, the ramp area and the fill face was exposed from the east side of the south side

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of the site to the west side of the south side
of the site.

Q Could you tell how long that had been
exposed in your inspection of it?

A Well, that amount of refuse you wouldn't
think just came in that morning.

Q How long --

MR. BAKER: I move to strike that answer.

He is speculating.

MR. KAUCHER: Yes, I would agree. That is
an opinion, I think. But, let me ask you: How
long.... You will withdraw the question.

HEARING OFFICER LIND: They will withdraw
the question.

MR. KAUCHER: How long or what distance in
size or height are we talking about on that one,
Mr. Hart?

THE WITNESS: Approximately the same as on
August 11. It was about a 10 to 15 to 20 foot
fill face. I never measured it, but it's approxi-
mately that high.

Then where the trucks would dump on top
(the ramp area) there was approximately six to
eight feet high of refuse.

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Q And how long an area are we talking about now?

A We're talking about whatever the south end of the site is. I imagine it's about --

Q Your best judgment on the length of it. That's what I'm trying to get at.

A It's about 185 -- 175-85 feet across the south end of that site.

Q And none of that had been covered when you were there on the 8th of March?

A Well, it was all exposed when I was there.

Q And what else did you notice about the condition of this site?

A And there was no portable fencing and refuse wasn't being confined to the smallest practical area -- the dumping of it.

Q Where were they dumping as best you could tell from observation?

A In the middle of the south end of the site.

Q Any other observations that you made about the site on your March the 8th, 1971 visit?

A Well, that would be about three of the

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main violations that I noticed on March the 8th.

Q Did you observe any scavenging or salvage operations when you were there on the 8th of March?

A I did, but it wasn't as interfering as it had been on August the 11th. He more or less moved out of the ramp area. He was pulling the stuff out a little better so that the operator could get around it.

Q When you say "operator", what operator are you talking about?

A The equipment operator.

Q What kind of equipment was there?

A I don't recall what size the equipment was. It was a pretty large bulldozer.

MR. KAUCHER: You may examine.

CROSS EXAMINATION

BY MR. BAKER:

Q Have you ever run a sanitary land fill or worked in one?

A No, sir.

Q Would you tell me what rule requires six inches of compacted dirt?

A 507(a). I'm pretty sure that's the

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rule. I can't remember every one of those rules
in that book, because we work --

Q Could you tell me where the word "dirt"
appears in Rule 507(a)?

A It says earth material.

Q You're sure of that now? You're sure
of that? Find it, please.

I have handed the witness what is in
evidence as Exhibit 1, which is the Rules and
Regulations of the Department of Public Health,
July, 1966.

A It says six inches of material. I
thought it said earth material. Above that it
says --

Q But, it doesn't say earth or dirt any-
where in that rule, does it?

A It doesn't say dirt in this rule, no.

Q And it doesn't say earth?

A It does say though that this cover
material "shall be of such quality as to prevent
fly and rodent attraction and breeding, blowing
litter, release of odors, fire hazards, and
unsightly appearance, and which will permit only
minimal percolation of excess water when properly

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compacted." Cinders will allow more than minimal percolation.

Q Mr. Hart, where does the word "earth" appear in Rule 507?

MR. KAUCHER: Your Honor, I think he's already said it doesn't appear in there. The rule speaks for itself. We have put those in evidence. It speaks what is there in black and white.

MR. BAKER: He used his own interpretation of the rule, and I have a right to cross examine. He said it requires six inches of compacted dirt.

How long were you at the site on August the 11th?

THE WITNESS: We were there approximately a half hour.

Q You were with Mr. Vollmer and Mr. Ballard all the time? The three of you were together?

A Yes, sir.

Q How long were you there on March the 8th?

A Well, it takes about 30 to 45 minutes to inspect a site, and I would say I was there approximately 30 to 35 minutes.

Q Now, on either of those two dates were you there the day before or the day after?

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A No, sir, not on March the 8th or August the 11th.

Q What time of day were you there on the 8th of March?

A It was approximately 2:00 in the afternoon, I would say. Without the file, I don't remember.

Q Mr. Hart, you can't testify of your own knowledge that there was something that was uncovered on either the 11th of August or the 8th of March that had been dumped there the day before, can you?

A Yes, sir.

Q How? You weren't there the day before.

A On the side of the road I noticed the same exposed refuse as you pull onto the ramp area on -- well, on May the 22nd of 1970 that was still there on March the 8th.

Q How big a spot was this?

A It was about 35 foot wide and about 40 foot long.

Q The same spot had been uncovered since the 22nd of May, 1970?

A Yes, sir.

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Q Did you ever meet Paul Sauget before today?

A Yes, sir.

Q When did you meet him?

A I can't remember the date, but I have met Paul Sauget.

Q On either of the occasions that you were there did you meet Mr. Sauget?

A No, sir.

Q Did you meet Mr. Sauget after May the 22nd?

A I don't remember.

Q Did you ever tell Mr. Sauget about this one spot that you knew had been uncovered for almost 10 months?

A I told the operator, because Mr. Sauget wasn't at the site.

Q Well, the time you saw Mr. Sauget did you tell him about it?

A I don't recall.

Q You told the operator. When did you tell the operator? Which time? March the 8th?

A March the 8th? I can't recall. I have made a lot of inspections since March.

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Q You did not tell the operator back in August that the same area was still uncovered, did you?

A No, sir.

Q Did you see an operator on the 11th of August?

A Yes, sir.

Q Now, how were the salvage operations by one person on the 11th of August interfering with the operator?

A Well, he had the truck right down by the fill face area, and he was down in the fill face area pulling pipes out of the fill face area.

Q Where was the operator?

A He was on the Caterpillar.

Q Where?

A You're talking about the equipment operator, I suppose.

Q Yes, sir.

A He was on the Caterpillar trying to push the refuse over.

Q Well, wasn't he pushing it over?

A He was attempting to. There was an awful lot of refuse there, and the man was covered up

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with work.

Q But, it was going over the face of the fill.

A He was on the equipment working with the site.

Q How far away from the salvage operation was the operator of the tractor?

A I would say he was probably 15 to 20 feet or 30 to the west of that.

Q Did the man trying to pull pipe out of the face of the fill interfere with the man on the tractor?

A Well, I would say that you couldn't get past that truck. You couldn't push refuse over that man.

Q No, I guess you couldn't push it over on him without a lawsuit. But, as a matter of fact, the man was able to operate his tractor and push refuse off the top of the face of the fill down the face of the fill regardless of the truck and the man down there.

A He was to the west of the truck trying to push refuse over the side of the fill.

Q And the man trying to pull the pipe out

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of the face of the fill wasn't interfering with him, was he?

A In that spot it would have been impossible to cover without --

Q "To cover". Now, I'm asking about pushing.

A Or, to push refuse over, either one.

Q Yes, where the truck was, but when the operator got to the position of the truck he could have moved the truck and the man, couldn't he?

A It's possible.

Q At the moment that you saw -- all the time you were there for thirty minutes did you see the operator of the tractor have to stop his operation because of the salvaging going on.

A Well, in the first place, I wouldn't say that it was because of the salvaging going on, but he was 30 feet to the west of this truck, and I'm saying that if this one area could not have been compacted. It would not have been spread because of the truck and this man pulling the pipe and stuff out of the ground.

Q Well now, you testified that the salvage operations were, in fact while you were there

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interferring. Were they, in fact, while you were present interfering with the operator of the truck, Mr. Hart? Not might or could they have, but were they?

MR. KAUCHER: Your Honor, I am going to object. You get into a definition of what is "interferring". He wasn't standing in the way of him at the moment he saw him, if that's what he's talking about.

The man has testified to what he saw; what the situation was. I think it is very clear where each party was in reference to each other, and I think it would be a question of interpretation of you and the Board whether it was interfering or whether it wasn't interfering.

We know what was happening. We know what the facts are. He is asking the witness to render an opinion as to whether it was interfering. All we're asking is what is going on, not trying to usurp your function or the Board's function to determine whether it was interfering.

MR. BAKER: In his direct testimony he said there was interference, and I am trying to find out what the actual interference the witness saw was.

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MR. KAUCHER: And I think he's testified to what he actually saw. If he feels that is interference, that's his opinion. It may not be the Board's or it may be the Board's. It may be yours or it may not be yours.

He's testified to what he saw. He has asked for an opinion as to whether it was interfering, and he said in his opinion it was interfering. I don't know how much farther you can carry, and it's been carried far enough already.

HEARING OFFICER LIND: Well, he's testified to what he saw. Whether it was interfering or not, this is a matter of opinion that the Board will have to decide.

MR. BAYER: Now, as I understand the testimony, the 30 minutes that you were there on August the 11th the tractor operator was able to push refuse over the face of the area.

THE WITNESS: He was on the ramp area on the Caterpillar. There was refuse on the east side of the truck all of the way to the east end of the south side which had not been pushed over, and there was nobody making an effort to push this over. And there was too much refuse for one man

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to handle in my opinion.

Q You were there in the morning?

A Yes, sir.

Q You didn't go back in the afternoon and find out what happened to the refuse that was east of the truck, did you?

No, sir.

Q You didn't go back the next day to see whether it had been disposed of?

A Mr. Ballard and Mr. Vollmer and Mr. Mensing did.

Q You didn't?

A I did not.

Q You don't know whether more employees came out and pushed it over the face of the fill, do you?

A After I left?

Q Yes.

A According to what they told me --

Q Whup.

A I don't know.

Q What is in your opinion the smallest practical area which a man can work on at one time?

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A Well, I will give you my opinion. On that site the smallest practical area would be at least half of it, but not --

Q This doesn't make any difference to you how many tractors or how many operators or how many people there are?

A Yes, that would make a difference, but he only had one operator on the site at that time.

MR. KAUCHER: Wait a minute, are we talking about the area in which you dump and compact or the area in which you work? I don't understand what we're talking about.

MR. BAKER: I'm using his words "the smallest practical area".

MR. KAUCHER: For what thought?

MR. BAKER: It's his testimony.

MR. KAUCHER: What I'm saying, I don't understand what your question is. I don't think he does either. The smallest practical area to do what in?

MR. BAKER: All right, 13 charges dumping refuse on a large impractical area in violation of 503. Now, how big an area is the dumping area in your opinion?

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THE WITNESS: Well, it was the entire south end of the site from the west edge to the east edge they were using to dump refuse.

Q Would it make a lot of difference how many loads of refuse you got too in the day whether it was practical or impractical.

A Yes, sir, it would.

Q It would make a difference how many operators you have?

A Yes, sir.

Q And you haven't been back since March the 8th?

A I have been in the hospital twice since then, and I don't have it on my sheet. If I have it in the files --

Q You don't know whether or not by the end of the working day on March the 8th all this refuse had been pushed over the face of the dump or not, do you?

A No, sir.

Q This pool of red liquid that was down near the dump site itself, did you take any samples of that on the 11th of August?

A No, sir, I didn't.

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Q Did anybody in your presence?

A I don't think so.

Q And this other dump up near the north
end of the thing where it is fenced in (chemicals)
did you take any samples of that?

A No, sir.

Q Now, do you know whether or not that
is the same dump as the sanitary land fill or not?

A I'm not sure myself.

Q You know how many permits Mr. Sauget or
Sauget and Company have?

A No, sir.

Q Have you ever made any attempt to find
out?

A Well, I know they don't have a permit
from this Agency to dump hazardous material.

Q How do you know that?

A Well, because I know we don't have it
in our files where he has the permit.

Q How long has that particular chemical
dump existed?

A I don't know, sir.

Q Was it there in May of 1970?

A Yes, sir.

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Q And you say he doesn't have a permit for it?

A Not from our agency, no.

Q Well, if a permit had been granted by the Illinois Department of Public Health, wouldn't that be a good permit?

MR. KAUCHER: I'm going to object, Your Honor. That would be a legal interpretation. This man is not qualified to determine that.

HEARING OFFICER LIND: I will sustain any objection.

MR. BAKER: Did I ask you, did you take samples of the alleged chemicals?

THE WITNESS: No, sir.

Q How do you cover the face of a fill?

A Well, you first have to compact it and it's got to be low enough that you can compact it. And then you cover it with six inches of compacted material.

Q You're telling us really that the rule requires you to cover something that is vertical?

A Yes, sir.

Q The word "cover" means that?

A Yes, sir.

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Q Does cover mean what is on top?

A Cover means all exposed refuse, whether it is on the fill face or on the ramp area or anywhere else on the site.

Q You would have to build forms to cover the face of the fill, wouldn't you?

A No, sir.

Q Did you take physics in high school?

A No, sir.

Q Would you tell me how a wall of dirt compacted six inches in width will stand against a vertical slope?

A I don't know how it does it, but I have seen other land fills do it.

Q Against a vertical slope?

MR. KAUCHER: Your Honor, I'm going to object. He is arguing with the witness. If the refuse will, so will the dirt. If you lay the refuse there, you can lay dirt on top of it. There's no reason the dirt won't --

MR. BAKER: On top of it, I agree. Not on the face of it.

MR. KAUCHER: Wherever the refuse is it will lay on top of it.

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MR. BAKER: Now, this is going to take a moment. There is a question and an answer that he gave that he got interrupted on way back when and I would like to find it and hear what the question was and the answer.

HEARING OFFICER LIND: All right.

MR. BAKER: It was rather important. Miss Reporter, I don't know where to tell you to look for this.

(Off the record discussion during which considerable testimony was read back by the Reporter.)

MR. BAKER: Mr. Hart, measuring easterly to westerly, how wide is the face of the -- how wide was the face of the fill on the 11th of August?

THE WITNESS: How high you mean?

Q No, how wide east to west.

A On the.... I never did measure the site. I don't know how long it is across there, but I know in my own judgment it is approximately 175 to 85 feet.

Q The face of the fill runs generally easterly and westerly perpendicular to the river?

A Yes, sir. They dump on the south end

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and push it down the face of the fill and the face
is facing the south.

Q Now, on August the 11th when you were
there, where was the refuse that had been dumped
out of the truck that had yet to be pushed over
the face of the fill?

A It was on the ramp area all the way
across the side.

Q All the way from the easterly edge to
the westerly edge.

A Yes. And the operator (I can't think;
George was his first name) got off the cab and
told us there was too much to compact; that he
couldn't handle what was coming in there.

Q Now, on the 8th of March where was the
refuse which had yet to be pushed over the face
of the fill?

A Well, it was on the east side of the
site. They were doing a -- they were getting the
refuse pushed off the ramp area on the west side.
They were accomplishing that.

Q In other words, on the 8th of March it
wasn't from the east to the west. It was in a
reasonably confined area?

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A Well, where they were working was on the west side of the south end of the site.

Q That was where the refuse had been dumped.

A They was attempting to push it over, but there was some on the ramp area on the east side.

Q They could have pushed that over too.

A They could have after I left.

Q When you say "attempting to push it over" you mean they were, in fact, pushing it over?

A They was on the bulldozer on March the 8th.

MR. BAKER: Nothing more.

MR. KAUCHER: Thank you.

HEARING OFFICER LIND: Any redirect?

MR. KAUCHER: No.

HEARING OFFICER LIND: All right, the witness is excused.

(Whereupon the witness was excused.)

HEARING OFFICER LIND: Call the next witness.

(Whereupon there was a ten minute recess taken.)

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HEARING OFFICER LIND: Are we ready to proceed?

MR. KAUCHER: Yes, I think so, sir.

HEARING OFFICER LIND: Will you call your next witness?

MR. KAUCHER: I will call Richard Ballard.

(Witness sworn by the Notary
Public.)

RICHARD BALLARD

called as a witness herein on behalf of the
Complainant and having previously been sworn by
the Notary Public, was examined and testified
as follows:

DIRECT EXAMINATION

BY MR. KAUCHER:

Q Would you state your name and address,
please, sir.

A Richard Ballard, 4911 North Park Drive,
East St. Louis, Illinois.

Q And your present employment, Mr. Ballard,
is what, sir?

A I work with the State Department of
Public Health as a Sanitary Inspector.

Q Now, would you give us a run down of

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your background qualifications in that field,
sir?

A I have been in public health sanitation
for approximately seven years, beginning in the
United States Air Force when I received a three
months' training course in public health sanita-
tion. I worked in the Air Force for four years
in the field of public health sanitation, and I
have worked in the State of Illinois for two years
and eight months in public health sanitation.

I worked for the Environmental Protection
Agency from the time of its inception until March
15 of 1971 when I transferred back to the Illinois
Department of Public Health.

Q All right.

HEARING OFFICER LIND: Are you a registered
sanitarian?

THE WITNESS: No, I am not. I am an inspector.

MR. KAUCHER: Now, Mr. Ballard, during the
time that you have worked for the State, have you
had occasion to inspect the Sauget and Company or
the Paul Sauget dump or refuse disposal site?

THE WITNESS: Yes, sir, I have.

Q And you are familiar with the location

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and area and you know where it is and so forth,
is that correct, sir?

A That's correct, sir.

Q And you have been to the site?

A Yes.

Q Now, let me ask you if you have inspected
that site since July 1, 1970?

A Yes, I have.

Q And you recall the dates -- the first
date that you were there after that time?

A After July 1 of 1970?

Q Yes, sir.

A On August 11, 1970 and August 12, 1970.

Q On November 30, 1970 and December 1st, 1971.

Q All right. And on the November -- I

beg your pardon, on the August the 11th and August
12th visitations that you made (and when you
speak of -- when you testify, if you would specify
which day you are speaking of) would you tell us
what you saw and observed concerning the operation
of this site while making this official inspection
for the Environmental Protection Agency.

A On August the 11th we made an inspection
that -- "we" meaning Inspector Andy Vollmer and

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Roy Hart and myself. The inspection revealed that there was a considerable amount of exposed refuse on the site; more specifically the entire face of the fill area was exposed. And I estimated this area of exposed fill face at that time to be approximately in width 100 yards and the height from the ground surface to the top of the fill or the fill ramp to be approximately 10 to 15 feet high.

I observed that there were a few piles of cinders and ashes located near the fill face area. And I did not notice any other adequate cover material on the site at that time.

Q And what, if anything else, did you notice about the site on August the 11th or the 12th about the operation of the site?

A Well, again on August 11th I noticed that on entering the site that the site was not provided with a proper restriction. In other words, it didn't have a fence with an entrance gate that could be locked. It wasn't posted as far as what the opening and closing hours and days of operation were.

I noticed that there were salvage

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materials that were located throughout the site,
and the salvage materials consisted of scrap
metal, lumber, old metal storage tanks. These
were now located in any general area. They were
scattered throughout the site -- areas which had
been previously filled up to the fill face.

There was one operator and one piece
of equipment operating on the site.

Q Let me ask you this: At any of your
visits that you were there on those four dates
that you mentioned did you ever see anything more
than just one piece of equipment -- one bulldozer
or something of that sort and one operator work-
ing on that site?

A You are referring to the four dates
that I mentioned?

Q Yes, sir.

A No, I did not.

Q Go ahead. I'm sorry I interrupted.

A Also on the 11th, as I said, there was
one operator, one piece of equipment. I'm not
sure about the equipment. I believe it was pos-
sibly a D7 or the equivalent of a D7 Caterpillar.

The equipment operator was operating

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it at the time. He was not spreading and compacting the refuse as rapidly as it was admitted to the site, as required by the rules and regulations. There was considerably more exposed refuse on the site than could have possibly been spread and compacted as it was admitted to the site.

In other words, he wasn't in compliance with Rule 5.06 that requires that when it is admitted to the site it shall be spread and compacted as rapidly as it is admitted to the site.

Q What, if anything, did you observe respecting fencing and a shelter for employees? Not fencing for employees, but shelter for employees.

A The site was not adequately fenced. In other words, fenced so that it would preclude the entrance of people to dump indiscriminately or when the site was closed without supervision or anything of this sort. There was not portable fencing at the fill area to prevent litter from blowing from the fill site.

There was litter throughout the site which had blown from the fill face. This was not being -- at the time I was there on the 11th, this was not being picked up. It was allowed to

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flow throughout the site.

Well, this answers your question as far as fencing is concerned.

The things that I have mentioned as being observed on August the 11th were also observed on August the 12th during the time I was there.

Q What, if anything, did you observe concerning the areas that you had seen on the face of the fill as being open on the 11th? What, if anything, did you observe concerning their condition on the 12th when you were there?

A Again, on August the 12th I observed that the fill face had not been compacted and covered from the previous day's operation of August the 11th, as stated by Mr. Vollmer.

Q Let me ask you this: To the best of your observation had any of the fill face been covered on the 12th that you had seen open on the 11th?

A No.

Q Go ahead, sir.

A Are you talking to me?

Q Yes. You may go ahead.

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A The observations that I made on November
30th of --

Q Wait a minute. Before you get onto
the 30th what, if anything, did you observe con-
cerning any liquid or other hazardous material
(and above bricks and rocks and stone and metal)
whether there was any of that material dumped on
the disposal site.

A There are some chemicals which have
been dumped -- open dumped on the site. I do not
know the nature of these chemicals. I don't know
their make-up.

I only observed these -- observed that
they were laying on the surface of the site in
various areas and were exposed, some of this being
liquid and in pools, other being I would say more
of a solid or a semi-solid consistency. And again
I don't know the nature of the make-up of these
chemicals.

Q Could you describe the color that you
noticed or whether there was, in fact, a color
and the same for the odor, if there was an odor.

A Really, as far as the colors, there was
some kind of semi-solid material that -- chemical

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material that had a rust color -- a red rust color to it. There was a pool of liquid which had this same color -- generally a red rust type of pool of liquid.

Q What, if anything, did you notice concerning any salvage operations on the 12th than any different than you did on the 11th?

Well, again the materials that I mentioned -- scrap lumber, scrap metal, metal storage tanks. These again. It was the same condition. These were scattered throughout the fill site.

Q Did you have occasion to see whether there was any people or persons conducting scavenging or salvage operations that you saw yourself?

A Yes. There was one individual who worked at the site as a site caretaker (I would refer to him as a site caretaker) who was going through, sifting through some of the refuse and pulling out metal pipes and so forth from the refuse and moving this to an area away from the active fill face for storage in this area.

Q Now, when you went back on the 30th and on the 1st -- the 30th of November and the 1st of December....

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MR. BAKER: Excuse me just a minute, Bob.
For the record I would like to move to strike
all testimony and all questions concerning the
11th and 12th of August, 1970 for the grounds
as previously stated.

HEARING OFFICER LIND: The motion is denied.

MR. KAUCHER: Now, directing your attention
to November 30th and December 1st of 1970, Mr.
Ballard, when you say that you made an inspection
on those two dates, would you tell us what you
found with respect to the site and its operation
and its condition on those two days? And par-
ticularly specify the date that you found the
particular item you are talking about on and any
comparison between the two dates.

THE WITNESS: All right. On November 30,
1970 I did conduct an inspection, again with
Sanitary Inspector Andy Vollmer at that time.
Upon entering the site I observed that the site
was not adequately fenced, did not have an entrance
gate that could be locked, and was not posted as
far as the opening and closing hours.

There was not an adequate shelter pro-
vided for the operating personnel. By "adequate"

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I mean there was not a shelter which was screened and provided with heating facilities and adequate lighting as required by the rules and regulations. There was no provision made for safe drinking water or sanitary and washing and toilet facilities as required by the rules and regulations.

The refuse disposed at the site was not confined to the smallest practical area.

There was no portable fencing to prevent the blowing of litter from the unloading site.

The fill and surrounding area was not policed to collect scattered material.

Refuse was not being spread and compacted as it was admitted to the disposal site. There was not a compacted layer of at least six inches of cover material applied to all exposed refuse at the end of the working day. And by this I am referring to the period between the end of the working day November 30th and prior to beginning operation on December 1st.

Salvage operations were not being conducted in a sanitary manner, and salvage operations were interfering with the fill operation.

Salvage materials were not being removed

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1079

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MONSANTO INSURANCE COMPANY LITIGATION
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from the land fill site daily or properly stored so as not to create a nuisance, rat harborage or unsightly appearance.

Of course, daily cover was not provided as such. Actually open dumping of refuse was being practiced on this site.

And on November 30th I did observe that there was a fire within the refuse at the fill face, and I did observe this fire. I observed open burning, flames, smoke and felt the heat from the burning refuse and did observe refuse burning.

HEARING OFFICER LIND: How high were the open flames?

THE WITNESS: The flames that I saw were coming from an area which was no more than a foot in diameter, the flames not reaching a point higher than nine or ten inches.

MR. KAUCHER: This was on the 30th?

THE WITNESS: That's correct. And also there was no insect and rodent control measures provided. There was evidence of rodents. There were rodent burrows. There were tracks and droppings observed in the area of the fill face.

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MED 0000673

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Q Did you notice any traps or other, as you mentioned, control methods and, if so, what control methods would you expect?

A No, I didn't observe any control measures.

The most satisfactory method of insect and rodent control on a land fill is to provide daily cover of refuse. And when this is not done there is no adequate protection against insects and rodents, because no matter what you do other than this it would not be sufficient. The refuse must be covered in order to prevent insects and rodents.

Q Anything else that you observed on those two days, sir?

A No.

Q What, if anything, did you observe concerning any liquid or hazardous material on the 30th of November and the 1st of December?

A I honestly do not recall anything in particular in this regard on those two dates. There may have been some, but in reviewing my notes and refreshing my memory on this I can't think of anything in particular in that regard

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HED 0000674

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MONSANTO INSURANCE COMPANY LITIGATION:

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on those dates.

Q In your inspections down there on any
one of those four days after July 1st of 1970,
did you have occasion to inspect an area adjacent
to where the solid refuse was being dumped?

A Did I inspect the chemical dump area?
Is this what you're talking about?

Q Yes.

A I personally did not at that time, no.

MR. KAUCHER: Okay. You may examine.

CROSS EXAMINATION

BY MR. BAKER:

Q I guess from this list you just read,
Mr. Ballard, they don't do anything right down
there. Is that your conclusion?

A I beg your pardon?

Q I guess they don't do anything right
down there.

MR. KAUCHER: Your Honor, I am going to
object.

MR. BAKER: Your Honor, I would like to find
out what they do right.

MR. KAUCHER: Your Honor, we are not here
to determine what they do right but what they do

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MONSANTO INSURANCE COMPANY LITIGATION
PROTECTED MATERIAL
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wrong.

MR. BAKER: I think this is relevant.

THE WITNESS: Do you have anything in mind?

MR. BAKER: You just read right through the book. I would like to know what they do right.

MR. KAUCHER: Your Honor, we don't complain about what he does right. We do complain about what he does wrong.

MR. BAKER: I will withdraw the question.

How long have you worked in this field in the State of Illinois either under the Department of Public Health or under the Environmental Protection Agency.

THE WITNESS: For two and a half years.

Q Have you ever inspected a toxic dump in the same general site?

A What do you refer to when you say a "toxic dump"?

Q Well, a dump up at the northwest corner of the site -- chemical dump.

A That belongs to Mr. Sauget?

Q Yes.

A I personally have not.

Q Never have?

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HED 00000676

1383

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A Never have.

Q Do you know whether or not he has a permit for that?

A To my knowledge he does.... What type of permit are you referring to? Permit from whom and to do what?

Q From the Illinois Department of Public Health to dump chemicals.

A To my knowledge, no.

Q You don't know that he does?

A Not to my knowledge.

Q Where exactly were the red rust semi-solids and liquid pools on August the 12th or August the 11th? Where were they?

A As I recall, the pool of liquid that I observed was immediately south of the fill face and south and east of the fill face.

Q That is, both of these? The red rust semi-solid too?

A No. The semi-solid material that I observed would be immediately south of the most southerly edge of the lagoon which is located adjacent to his site and belongs to the Union Electric Power.

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Q Do you know whether or not that is on
Mr. Sauguet's site where you saw this semi-solid
red rust?

A Well, Mr. Sauguet has filled refuse
right up to the fence which surrounds this lagoon.
If this area was not on his property, then he is
filling refuse on property that was not his. But,
as best I can determine, this is the property
where I observed this.

Q Property covered by his permit anyway.

A Which permit are you referring to?

Q The sanitary land fill permit.

A Mr. Sauguet does not have a permit to
operate a sanitary land fill.

Q He doesn't?

A No, he does not. The permit system
came into effect with the creation of the solid
waste disposal districts act, which was --

Q Didn't he have to file an application
for registration?

A He filed for registration. That is a
registration form. It is not a permit of any
type. It is simply a registration.

Q He has to have it. It has to be approved.

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9385

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A Under the old requirements of the solid waste disposal law and the rules and regulations that was required as well as prior approval.

Q He not only had to file this but it had to be approved.

A He had to get prior approval to operate a solid waste disposal site.

Q I would call that a permit -- permission.

A All right, permission.

Q And he does have permission from your Department -- the Department by which you are now employed to operate a sanitary land site.

MR. KAUCHER: I object to this. The record will speak for itself whether he does or does not have.

What he has here is what Mr. Ballard mentioned. He has an application which was approved by a pre-existing governmental agency, and the only testimony we have so far is he does not have a permit from the Environmental Protection Agency.

HEARING OFFICER LIND: Well, I think he has answered your question.

MR. BAKER: All right. Now, do you know

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whether or not he's ever made such an application
for a chemical dump?

THE WITNESS: Not to my knowledge.

Q So, you wouldn't know if it's ever been
approved then either.

A If such an application were approved,
such a record would be in the files of our --
of the Springfield office as well as the regional
office.

Q You have checked those files and you
find no such chemical permit application?

A I have never seen such an application.

Q Have you seen any correspondence about
it?

A Not to my knowledge, no.

Q You testified that the red rust things
you saw were chemicals. How do you know that?

A How do I know that they are chemicals?

Q Uh-huh.

A Well, they were not organic.

Q How do you know?

A The --

Q Did you take a sample of them?

A No, I did not.

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Q You don't know whether it was just plain colored water, do you, that was in the pool?

A I didn't take a sample of it. I don't know exactly what the composition of the material was.

Q So, you don't know. I guess water is a chemical. It is a combination of two. It is H₂O, isn't it?

A Yes.

Q So, you don't really know what that was.

A That is what I have said, yes. I didn't know what it was.

Q So, when you said they were chemicals, that may have been a mistake, mightn't it?

A I suppose that's a possibility.

Q Did you ever run a dump?

A No, I have not.

Q Ever run a sanitary land fill?

A No, I have not.

Q Ever work for anybody that did run one?

A No, I have not.

Q Have you ever operated a bulldozer?

A No, I have not.

Q Would you tell us the physical characteristics of the site?

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A Would you define what you mean by
"characteristics"?

Q Well, it is bounded on the west by
what?

A It is bounded by the Mississippi River.
It is bounded by a street. It is bounded by a
street to the north.

HEARING OFFICER LIND: A street to the north?

THE WITNESS: Yes. To the south by a field -
a low lying field which has been used in the past
for growing crops. It is bounded on the east by,
oh, railroad tracks, a levee.

HEARING OFFICER LIND: A levee on the east
side?

THE WITNESS: It is really.... There is a
concrete rebuttment, I guess you would refer to
it, which runs parallel to the railroad tracks
on that side.

HEARING OFFICER LIND: Where is the access
gate or the road leading into this site?

THE WITNESS: This will be at the northeast
side.

HEARING OFFICER LIND: The northeast corner?

THE WITNESS: Coming in from the street, right.

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HEARING OFFICER LIND: On the north side of the site -- on the east end of the north side of the site would be the access road?

THE WITNESS: That's correct.

MR. BAKER: Now, isn't there also a levee along the west side between the river and the site proper or the dump?

A Yes.

Q Now, to get to the site the only way you can get in is off the street which runs along the north edge.

A Do you mean --

Q Oh, by vehicle.

A By vehicle?

Q Yes, by vehicle.

A I would say that the north side would be the only area accessible by vehicle.

Q If you came up from the south, you would have to hope it hadn't rained for about three weeks before you could get through in a car or a truck.

A I would say that, yes.

Q And you would have to trespass over somebody's property.

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A This would be correct.

Q Is the purpose of the rule -- you talk about sightliness and unsightliness.

A Which rule?

Q Well, you are the one that talked about it. You talked about salvage materials were improperly stored and they were unsightly.

What has sightliness got to do with public health, Mr. Ballard?

A Well, I didn't write these rules and regulations.

Q Well, you are sort of an expert. You have been in this field seven years. Does sightliness really have something to do with public health?

A Does sightliness have something to do with public health? I think you are asking me an opinion.

Q Yes.

A This is kind of a.... As far as I'm concerned, yes, I believe it does.

Q In an area like this which isn't visible from the highway? I mean this area wouldn't even offend Mrs. Johnson and her beautification project.

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MR. KAUCHER: I object.

HEARING OFFICER LIND: Mr. Baker, I don't think this line of questioning is relevant.

MR. BAKER: Did you make any specific tests to find out whether there were, in fact, rodents on the site?

THE WITNESS: I observed tracks and droppings.

I observed burrows.

Q But you did not see any?

A There is exposed refuse, garbage there for them to --

Q But you didn't see any?

A I didn't see any live rodents. I have at times seen the bodies of dead rodents on Mr. Baugert's site in several instances.

Q They might have died because he had poison out for them.

A You can make that assumption.

Q So, there may have been rodent control measures. There could have been.

A Well, as I said before, adequate insect and rodent control measures would consist of daily cover of all refuse.

Q Well, as a matter of fact, rats and

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mice can burrow through six inches of cover too,
can't they?

A If refuse is properly covered and com-
pacted, it will not be an attraction for them to.
In other words, if this stuff is exposed for them,
they would be readily attracted to it. However,

11 --

Q But, aren't they creatures of habit?
Don't they know it's been there a long time and
wouldn't they know it was covered up?

MR. KAUCHER: Your Honor, I am going to
object to what a rat might do or might not do.
I don't think Mr. Ballard can answer about a
rat's habits.

MR. BAKER: He might be an expert on rats.

MR. KAUCHER: I don't think he is so qualifi-
fied at the present time.

MR. BAKER: If, in fact, the site had rodents
before, I said, is cover alone going to get rid
of them?

THE WITNESS: You say if the site had rodents
before. Before when?

Q Before he started dumping there.

A Well, I wouldn't know whether they would

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be coming there before. I think you are asking --

HEARING OFFICER LIND: Mr. Baker, could
you proceed on with other lines of questioning?

MR. BAKER: Other than rats? Yes, sir.

HEARING OFFICER LIND: Other than rats.

MR. BAKER: What is open dumping?

THE WITNESS: Open dumping simply means the
dumping of refuse without any attempt to provide
cover of this refuse with the proper cover material

Q As a matter of fact, the stuff was
dumped on top of the face of the fill, wasn't it,
from the trucks that brought it in? It had to
be dumped.

A Yes.

Q And that is not open dumping as it is
prohibited by the rules.

A No, open dumping would be if this refuse
is dumped and not covered at the end of the day.

Q So, we are really back in the same area.
We are talking about the adequacy of the cover
and whether we get it done in a day or not.

A That's correct.

Q Are cinders permissible or not permis-
sible, Mr. Ballard, in your opinion?

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A They are not.

Q And would you tell me, sir, why they are not?

A Because, as Mr. Hart before explained, under the requirements for cover material it says that it should prevent fly and rodent attraction, which cinders do not. It should not release odors. It should not prevent any fire hazard.

If there is oxygen.... This doesn't provide an air tight seal, so there is oxygen and it won't prevent a fire.

And it will not prevent the rapid percolation of surface waters down into the refuse.

Q Compacted cinders won't do any of these things?

A Well, how do you compact cinders so that there is no air space between them?

Q The same way you compact crushed stone.

A Crushed stone is also not acceptable.

Q Why?

A For the same reasons.

Q Why doesn't the rule then say you have got to use dirt and only dirt and that is the only thing that will qualify.

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MR. KAUCHER: Object. The rule will speak for itself.

HEARING OFFICER LIND: Objection sustained.

MR. BAKER: Does the rule specify dirt as the only cover?

MR. KAUCHER: Object. The rule speaks for itself. What it says is there in black and white.

HEARING OFFICER LIND: The rules speak for themselves.

MR. BAKER: Are there in your opinion any substances other than dirt that can meet these qualifications?

THE WITNESS: In my opinion?

Q Yes.

A Not that I know of, no.

Q Dirt is the only thing that prevents fly and rodent attraction?

A I'm talking about all of these matters.

HEARING OFFICER LIND: Mr. Baker, can we

proceed along another line of questioning?

MR. BAKER: No. You may examine.

MR. KAUCHER: No questions.

HEARING OFFICER LIND: The witness is excused.

(Whereupon the witness was excused.)

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MR. KAUCHER: I will call Kenneth Mensing
to the stand.

(Witness sworn by the Notary
Public.)

KENNETH MENSING

called as a witness herein on behalf of the
Complainant and having previously been sworn by
the Notary Public was examined and testified as
follows:

DIRECT EXAMINATION

BY MR. KAUCHER:

Q Will you state your name and address
for the benefit of the Court and record, please?

A Kenneth Mensing, 181 Cumberland,
Collinsville, Illinois.

Q Mr. Mensing, by whom are you presently
employed?

A By the Environmental Protection Agency.

Q And how long have you been in that
employment, sir?

A Since July 1, 1970.

Q Would you give us some background infor-
mation on yourself concerning whatever qualifications
you have for the field in which you are located?

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That is, the environmental protection field.

A Well, I have two years' of college credit. I was in the Army for three years and had occasion to work in some medical and sanitation work -- preventive medicine.

I have worked for the Department of Public Health from December, 1969 until July 1, 1970 and then ever since with the Environmental Protection Agency.

Q Your particular work with the Environmental Protection Agency is what, sir?

A I am a Sanitary Inspector in the Bureau of Land Pollution Control.

Q And has that been the same particular duties ever since July 1st of 1970?

A Yes, it has.

Q Have you had occasion to inspect a disposal site operated by Paul Sauget or Sauget and Company in St. Clair County, Illinois?

A Yes, I have.

Q And have you been there on more than one occasion?

A Yes.

Q And are you familiar with the site and

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its location and physical makeup, Mr. Mensing?

A Yes.

Q Would you describe for us generally what the site looks like, how it is laid out and so on in just very general terms, if you will?

A It is adjacent to the Mississippi River in a relatively low area, rectangular.

HEARING OFFICER LIND: What are the all over dimensions of this site, Mr. Mensing?

THE WITNESS: This I couldn't say for sure.

MR. KAUCHER: Now, could you give us the date or dates, first of all (just a list of them) that you have been on this site and conducted inspections in your official capacity on or after July 1 of 1970.

THE WITNESS: On August 12, 1970, again on February 8, 1971 and March 22, 1971 and April 7, 1971.

Q Now, going back to August the 12, 1970, Mr. Mensing, would you tell us what you found concerning the operation and situation and the condition of this site on that day.

A I observed that there was no adequate gate.

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Q Now, what do you mean by that? Would you explain?

A At the entrance to restrict travel during the hours that the site wasn't in operation.

It was not posted as to the hours and days of operation. No shelter for the employees. That they again were using cinders as cover material. Not spreading and compacting the refuse as it was being admitted to the site. I observed unsanitary salvage operations.

Q What in particular, if you recall, did you notice that was -- or how that was being conducted that you felt to be an unsanitary salvage operation?

A There was an individual who was actually scavenging in the refuse; was manually sorting the refuse as it was being admitted to the site.

Q Go ahead, sir.

A And there were no provisions for portable fencing to prevent blowing litter.

Q What, if anything, did you notice about whether there was any litter blowing at the time out there or around there.

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A Not at the time that we were there,
but there was evidence along the banks and some
distance away from the active fill area where
there was refuse laying on the ground or litter.

Q All right, go ahead, sir.

A And I observed that there were -- I
observed that liquid had been deposited in the
fill.

Q Now, would you tell us in a little
bit more detail about that, Mr. Mensing? The
color, location and what you saw?

A Concerning the liquid?

Q Yes.

A This was in the actual ramp or the
fill area -- the area that was being worked.
It had a reddish -- most of it had a reddish
color. There were some that were amber and
lighter colored.

It appeared to be thicker or more
viscous than water. Some places there were
actually dried and it sort of had caked. There
was sort of a jell. It sort of looked like it
had jelled.

Q Did you not see any other color in there

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other than the red or rust color that you had mentioned?

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A No. Just red and shades of red.

Q Did you notice any other areas where the liquid was than what you mentioned on the....
Well, where exactly was it? I am not too clear in my mind where you saw this liquid area and the fell and the remains of what had been a liquid.

A On this date I would say around 50 feet --
50-75 feet from where the trucks were actually dumping at the time.

Q Where was it in reference to the face of the dump? Was it before you got to it or on past the face of the dump on the low area?

A It was right on the ramp, probably in an area that had been worked a few days prior.

Q And at the time you saw that was there anybody working it or around or attempting to do anything with or about this liquid that you could see?

A Not that I could see.

Q Now what else, if anything, did you observe then about the site on August the 12th?

A This is the extent of what I observed

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on August the 12th.

Q Now, you were back again on February 8 of this year, is that correct?

A This is correct.

Q Would you tell us then, Mr. Mensing, the observations that you made on that day concerning the operation of this dump and shortcomings that you found to have existed, if there were.

A Cinders were being used as cover material. I observed that chemicals were being deposited -- had been deposited at the fill.

Q Now where and what did you notice in particular detail about these chemicals that you mentioned? Color, location and what you saw.

A These were essentially the same as before. The volume, of course, was not the same. The Caterpillar was constantly going over it. This was not what I would consider the active fill area.

Q All right, what did you notice? The same color as you had mentioned before, is that what you said?

A Yes.

Q What else did you observe then other than the liquid deposit?

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A There was an accumulation of barrels adjacent -- fairly well adjacent to these chemicals in the same area.

HEARING OFFICER LIND: Wooden or steel barrels?

THE WITNESS: Steel.

HEARING OFFICER LIND: Metal barrels?

THE WITNESS: They were being salvaged. They were brought there, and someone -- some salvage operator was collecting these barrels at irregular intervals.

MR. KAUCHER: What else did you notice about the condition of the operation of the disposal site?

THE WITNESS: There was no portable fencing being utilized. Again I observed unsanitary salvage operations.

Q By that you mean the same thing you mentioned before? A person down in the --

A Right, the manual.

Q -- dumped material physically going through it?

A Manual sorting of incoming refuse. The refuse was not being spread and

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compacted as it was being admitted to the site.

Q How were you able to determine that,
Mr. Mensing?

A During the period I was there (approx-
imately one-half an hour) a number of trucks -- a
few trucks had entered, and during that time no
effort by any piece of equipment was made to
spread or compact this refuse.

Q And at the time that first truck entered
when you first got there, was there any refuse
sitting there that had not been spread and com-
pacted?

A Yes, there was.

Q And at any time you were there did you
notice any effort to spread or compact the mater-
ial that was there when you arrived?

A No.

Q So, at least for the half an hour that
you were there nobody made any effort to spread
or compact what was there or what came in while
you were there.

A This is correct.

Q All right, go ahead, sir.

A That is the extent of my observations

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on February 8.

MR. BAKER: What is the date? I'm sorry.

February --

THE WITNESS: Eight.

MR. KAUCHER: February 8. Now, I think you were next there on March the 22nd, is that right, sir?

THE WITNESS: This is correct.

Q And would you tell us what you found with reference to that site and its operation on that date.

A Cinders were being utilized as cover material. I observed unsanitary salvage operations.

Q Same thing as before?

A Same thing as the two previous visits.

I observed that again liquids had been deposited in the land fill, and I observed the chemical or the toxic dump at this date.

Q Now, you talk about a chemical or a toxic dump. Where is that located with reference to where the solid material was being deposited?

A This would be northwest of the land fill.

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Q And tell us what you saw. When you say you saw a liquid or chemical dumped, just tell us what you physically saw and felt and smelled or heard or whatever your physical reaction was to whatever was out there.

A I observed a rectangular fenced in area. This was a substantial cyclone fence. I would say approximately a hundred yards long by thirty yards wide, somewhere in this vicinity.

I observed one vast area of pooled chemicals, and there were barrels and lumber just strewn into this pooled area. This was at the very north end of this chemical dump.

Toward the south where were smaller lagooned areas with different markers by each, which I presume indicated to the people who dump there the different chemicals were supposed to go in each of these different lagoons.

Q What particular markings did you notice on these things, Mr. Mensing, or could you read them?

A They meant nothing to me. They were wooden.

HEARING OFFICER LIND: Wooden stakes with

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a code number on them?

THE WITNESS: A code word. One I remember said "Fox" on it.

MR. KAUCHER: What else did you observe about that liquid area -- liquid dump area?

THE WITNESS: It had a very sharp pungent odor -- very nauseous odor for the approximately five minutes I was there. A very unfavorable odor.

Q Are you aware as to whether this is part of Mr. Sanget's operation down there?

A Yes, this is.

Q Was there a gate on the fence that you saw around this area?

A Yes.

Q And was it locked or closed or open, and if closed was it locked when you were there?

A It was open.

Q Was there any attendant or anyone there within 15 to 20 feet of that gate?

A No, there wasn't.

Q Were there any signs posted on or around that gate?

A No, there wasn't. Not on the gate.

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Once I got in there was a small shed to the right of the roadway. I stopped there and tried to contact someone.

Q Anybody there?

A But there was no one there, no.

Q Did you drive up into this place?

A Yes, I did.

Q And at any time that you drove there did anyone walk up to the car or ask who you were or in any way request identification of you?

A No, they didn't.

Q Or question your presence there at all?

A No.

Q What colors or color was there on some of these various pools and ponds that you have talked about.

A Oh, colors ranging from virtually clear to brown, brownish red colors.

Q Now, you were there the last time I believe on April the 7th of this year, is that correct?

A Yes, sir.

Q Last week one day. And would you tell us what you found on that occasion, Mr. Mensing, with respect to the condition of that site and

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its operation?

A I observed that again cinders were being used as cover material. I observed that liquids had been disposed of in the solid land fill.

Q Was the liquid land fill or liquid dump still in operation? Or did you inspect that part of it?

A Yes. That was the same condition as previous. The gate was open, no attendant.

Q How about whatever else, if there is anything, that you did find over in the solid part of it. Was there any fence on the solid part?

A Yes, there was.

Q What part was fenced?

A Just on the north side of where the fill operations are there was fencing and on the east side.

Q Was that there when you were there on the 22nd of March -- that fence?

A Yes, it was.

Q Was it there when you were there on the 8th of February?

A No, it wasn't.

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Q It obviously had been installed somewhere between February 8 and March 22nd, is that correct?

A This is correct.

Q Does that enclose approximately two sides of that site -- the solid waste disposal site?

A Yes.

Q Leaving two sides open, is that correct?

A Yes.

Q How about was there any portable fence in use that you could see on your April 7th inspection?

A This is what I am referring to, is the portable fencing.

Q Was there any permanent fencing up there on your April 7th inspection?

A Well, the fencing was on metal -- it was just.... I don't know how to describe the wire, the kind of fencing, but it was on metal stakes that were driven into the ground, which could be construed as being either permanent or portable.

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Q Let me ask you if there was any fence around the perimeter of the site itself?

A No, there wasn't.

Q Just this fence on the two sides you have described?

A That is correct.

HEARING OFFICER LIND: Was it a chain link mesh type fence?

THE WITNESS: Yes, it was a mesh type. Large mesh fence.

MR. KAUCHER: What, if anything, did you notice concerning any scavenging or salvaging operations on the 7th of April when you were out there?

THE WITNESS: I noticed no scavenging on April 7.

Q Was there any salvage material on or about the filled area of the site?

A Just an accumulation of metal barrels -- chemical metal barrels.

Q Where were they, in a small area or spread out or how were they situated on the site?

A They were in an area removed from the active fill area.

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Q What, if anything, did you notice concerning the area of the face of the fill being used to receive material. How much of it or how little of it was being used or was open when you were there, let me ask you that.

A On April 7?

Q Yes.

A This was being contained in a reasonable area.

Q Did you find any objection on April 7 to the area that was being used to dump, let me ask you that, on a daily basis.

A No, I didn't.

Q Had you had any objection on March 22nd (the previous visit) to the area being used to dispose of the daily dump or the dumped area?

A No, I didn't.

Q Let's go back to February 8. How about on February the 8th?

A Yes.

Q So, somewhere between February 8th or at least by your March 22nd visit the area being used had been reduced in size, would I be correct in saying that?

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A Yes.

Q When you were there on April 7, approximately how much of the face of the dump -- what would be considered the face of the dump was being used to receive dumped material -- new material on a daily basis, if you could tell that? Or, how much was open when you were there? Either way, whichever way would be easier for you to use.

A Oh, approximately 50 to 75 feet.

Q And the over-all length of that dump face was what?

A That was open that had refuse?

Q No. Well, assuming there is part of it that is high and then it drops off to whatever ground level is -- is that the way it is out there?

A Yes.

Q And there was 50 or 75 foot of that area that was being used for active dumping, am I correct in my assumption?

A Yes.

Q And the rest of it was covered or not being used.

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A Correct.

Q I want to know how much of that area that was not being used that was covered had been dump face.

A Oh, approximately a hundred yards.

Q Was that different than what it was when you were there on August the 12th than on February the 8th -- that condition?

A Yes.

Q In what way was it different, Mr. Hensling?

A They were spreading and compacting the refuse as it was being admitted to the site.

Q Let me ask you this: When you were there on August the 12th and again on February the 8th, how much of that one hundred yards or so plus the 50 feet that you mentioned was open and being used for open dumping on those first two days that you were there?

A Oh, approximately half to two-thirds.

Q How did that relate to the 30 feet that you found, or thereabouts, being used on April 7? Was it more or less, and if so how much more or less?

A It was being -- on the last two inspections

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It was considerably less.

MR. KAUCHER: You may examine.

CROSS EXAMINATION

BY MR. BAKER:

Q Is the chemical dump visible from the
land fill itself?

A Yes, it is.

Q And when you were at the chemical dump
on March the 22nd and again on April the 7th,
was there an operator at the land fill?

A Yes, there was.

Q Could he have seen you in the chemical
dump?

A No, he couldn't.

Q Why?

A He wasn't in a position to see me.

Q Why not?

A Because he was too far removed from my
sight.

Q You said you could see it.

A From certain areas. He was in an area
of the land fill which he couldn't see.

Q You didn't attempt to dump in the chemi-
cal dump on either of those dates, did you?

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A No.

Q And you know whether or not an appli-
cation was made and approved for the chemical
dump?

A Yes, I know.

Q And what is the answer?

A He was given the same as for the land
fill -- signed a registration.

Q There was such a registration applica-
tion made to the Illinois Department of Public
Health and approved by it?

A Yes.

Q So, really, all the testimony about the
chemical dump is sort of irrelevant, isn't it?

A No.

MR. KAUCHER: Objection, Your Honor.

THE WITNESS: He's never been given approval --
written approval. He's registered the site,, but
never been given written approval.

MR. BAKER: For what? Well, does he have
written approval for the land fill?

THE WITNESS: Yes. The application -- the
registration.

Q Yes. What you are saying is that in

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respect to the chemical dump that he doesn't
have a specific approval under 5.08. Is that
what you are trying to tell us?

A Yes.

Q Now, you testified that on four occa-
sions you saw liquids, and one of them you called
them chemicals; the other times you called them
liquids that had been dumped on the land fill.

A Yes.

Q Do you know what they were?

A Liquid of some sort.

Q You don't know, in fact, whether they
were chemicals or liquids or what they were?

A Well, all liquids would be chemicals.

It is an interchangeable term.

Q You don't know what they consisted of.

A No, I don't know.

Q You don't know if it was sulphuric acid
or water?

A No, I don't.

Q You don't know whether it was hazardous
or non-hazardous?

A This is correct.

Q Obviously this land fill's been in

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operation a long time, hasn't it?

A I can't vouch for that. I do not know.

Q Well, is it obvious to you that the

land fill had started up at the north end by
the stream?

A Yes.

Q And had progressed to the south?

A Right.

Q Would you tell us what the cover is
up along the stream -- up at the north end, if
you know.

A Uh-huh. Cinders. The surface cover
is cinders.

Q So that is it obvious to you that Mr.
Sauget in the operation of this land fill since
he started has used cinders as cover?

A Yes.

Q Now, what is the difference, Mr. Mensing,
between salvage operations and scavenging opera-
tions?

A Scavenging is the manual sorting,
actually working in the refuse.

Q What is salvage then?

A Salvage would be when materials are

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brought in and dumped at another location and stored there for removal by a salvage operator.

Q You mean that the whole load would be salvage? Is that what you are trying to say?

A Right.

Q Not just part of a load.

A Right.

Q Is that the difference?

A Well, scavenging would be the manual sorting, getting amongst the refuse and selectively picking the salvage materials.

Q Well, how could you salvage without getting amongst the rest of the load?

A I'm just....

Q Salvaging is permitted under the rules, isn't it?

A Yes.

Q If you have got a load that consists of two or three different things, how could you salvage if you didn't get amongst the load and work with it?

A Not in the active -- scavenging in the active fill area is prohibited.

Q Well, scavenging is prohibited everywhere,

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Isn't it?

A Yes.

Q Then how could you ever salvage if
scavenging is what you say it is -- sorting
among the stuff? How could you ever salvage?

A Scavenging is what this says it is.

Q Well, what is salvage then?

A It is in -- the rules and regulations
spells it out.

Q But what is salvage? It says "Salvage
operations shall be conducted in a sanitary man-
ner." Now, what is salvaging as contrasted with
scavenging? Can you tell me?

A This isn't my authority or my permission.

Q Can you help me? Can you tell us? Can
you tell the Hearing Officer what the difference
between the two is?

HEARING OFFICER LIND: Mr. Baker, I think
we have dwelt long enough on this.

MR. BAKER: All right. Assuming that salvag-
ing is permissible, what is sanitary salvaging
as against unsanitary salvaging, Mr. Weinstein?

THE WITNESS: Well, sanitary would be in a
way that you wouldn't be working amongst the other --

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the garbage, the other refuse.

Q How could you possibly do it?

A If a material is brought in.... What I observed was the scavenging, was the sorting through the putrescible material and garbage and just all the material that was being deposited at the site.

Q Is that necessarily unsanitary?

A Yes.

Q Necessarily unsanitary?

A Yes.

MR. KAUCHER: Your Honor, I think we have pursued it. When you are rooting through garbage, I think anybody can understand that is not very sanitary. That is what we are complaining about here -- rooting through the garbage in the active fill area.

I think we are belaboring a point here.

MR. BAKER: Well, he's testified to it three times he saw an unsanitary salvaging, and I just wondered how you could do it sanitarilly.

HEARING OFFICER LIND: I think you have brought out your point, Mr. Baker. Let's proceed.

MR. BAKER: You testified that barrels had

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been accumulated in a specific spot. That is per-
missible salvage, isn't it?

THE WITNESS: Yes, if it is done orderly and
you remove them.

Q Well, had this been done orderly?
A Yes.

Q So, when you testified about the barrels
being accumulated, there was nothing wrong with
those barrels being accumulated in a spot remote
from the face of the fill?

A Except for the liquid emerging from
those barrels.

Q Well, you didn't testify about the liquid
emerging, and you don't know what the liquids were,
do you?

A No.

Q As a matter of fact, if barrels were
brought in there containing a hazardous substance,
they couldn't be dumped in the dump. They have
to be removed from it, don't they?

A Right.

Q And if they have sprung a leak, they
are still going to leak while you are getting
them out of there.

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A It's possible.

Q Have you ever run a dump?

A No.

Q Ever been employed by anybody who has?

A No.

Q You say this proposition of spreading
and compacting as the load is admitted is much
improved on your last two inspections?

A As compared to --

Q The earlier inspections?

A Yes.

Q Now, do you tell us that the rule means --

so that we understand this, that the rule means
you can only let one truck dump at a time?

A I don't say that.

Q If you have only got one operator.

A I don't say that. That is not my auth-
ority.

Q Well then, what does it mean "As rapidly
refuse is admitted to the site it shall be
spread and compacted"? What does that mean to
you as an enforcing officer?

You have said it is better; we are
improved. I am trying to find out what degree

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MEED 0000717

004424

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we are allowed to do this.

Is it a truck -- if we have got one operator running a bulldozer, we can only dump one truck and compact it before we dump the next truck? Is that the test?

A So that it is covered by the next day.

Q So that even if there had been stuff spread across the whole of the face of the fill and Mr. Sauget got that covered by the next day, that would be in compliance with the regulations?

A Yes.

Q Right?

A Yes.

MR. BAKER: Now we understand ourselves. No other questions.

MR. KAUCHER: No other questions. Thank you, Ken.

(Whereupon the witness was excused.)

HEARING OFFICER LIND: Does this conclude the Complainant's case in chief?

MR. KAUCHER: Yes, that will conclude the Complainant's case.

HEARING OFFICER LIND: So we have the record

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HED 0000718

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straight, I have admitted into evidence Complain-
ant's Exhibit 1. I am not sure that that was
specifically stated before. And Complainant's
Exhibit 2A through H.

HEARING OFFICER LIND: Proceed with the
Respondent's case in chief.

MR. BAKER: We have no opening statement,
Mr. Hearing Officer, and our normal procedure
would, of course, be to put Mr. Saugat on the
stand. But, we have two witnesses who are anxious
to go. May I say in essence they are character
witnesses. I don't think taking them out of
order is going to be too serious a breach of
anything. Do you have any objection to that?
MR. KAUCHER: Not to taking them out of
order, no.

HEARING OFFICER LIND: Okay, no objection.

(Witness sworn by the Notary
Public.)

ARLIE HUEFFWEILER

called as a witness herein on behalf of the
Respondent and having previously been sworn by
the Notary Public was examined and testified as
follows:

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DIRECT EXAMINATION

BY MR. BAKER:

Q State your name, please.

A Arlie Hueffmeier.

Q Where do you live, Mr. Hueffmeier?

A In Chesterfield, Missouri.

Q What business are you in?

A In trash hauling.

Q And you own your own firm?

A I did, but now I don't. I operate.

Q You operate one. How long have you
been hauling trash?

A Oh, for about 15 years.

Q And you haul trash and dump it into

Illinois?

A I do.

Q And you haul trash and dump it into

Missouri?

A I do.

Q And you have been doing this for 15
years?

A Right.

Q You are familiar with the Sauget land
fill operation?

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4427

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A I am.

Q Personally familiar?

A Pretty well.

Q You have been there before?

A Many times.

Q You have seen the operations?

A Yes.

Q Do you personally drive a truck?

A I used to but not any more.

Q How long have you not been driving?

A Oh, for about 10 years maybe.

Q Do you go with your truck operators as

they carry loads to the Gauguet dump?

A Well, not all the time.

Q Do you go by yourself to the Gauguet dump?

A Yes.

Q Do you pay to dump there?

A I do.

Q Would you tell us about how many loads
of trash, rubbish, and refuse you dump at the
Gauguet dump every month?

A It's quite hard for me to tell how many
every month. Let's say by day.

Q All right.

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A Maybe 10 12 loads a day.

Q Are you familiar with the other land

fills in St. Clair County?

A All kinds of them, yes.

Q Have you ever dumped at any of the

others?

A Yes.

Q Is the Saugat dump closest for you?

A Oh, I wouldn't just say it's the closest.

Q Why do you use the Saugat dump?

A Well, it's a.... The main reason is be-

cause it's a good dump. I mean we get in and out
without having any flats and what not.

Q The place that your trucks go is well

maintained -- the road upon which they go?

A Very good.

Q Your truck drivers don't have physical
problems getting to the face of the dump, dumping
their stuff and getting out?

A No, sir.

Q Is it a better operated dump than some
of the others in St. Clair County?

MR. KAUCHER: Objection, Your Honor. That
is immaterial and irrelevant to this particular
inquiry. This inquiry is as to whether he has

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complied with the rules and regulations and
not whether somebody else does and how they
compare to his.

HEARING OFFICER LIND: Sustained.

MR. BAKER: From your observation of the
operation of the Sauget dump, do they attempt
to spread and compact refuse as rapidly as it
is admitted to the site?

THE WITNESS: I would say yes.

Q Do they supervise the unloading?

A Yes.

Q Do they attempt to keep it policed?

A Policed?

Q Police the area. Pick up the litter?

A Well, I imagine they do. There's enough
people around there to do it.

Q Are you personally aware of any time
they allowed unsupervised unloading?

A Say it again, sir.

Q Are you personally aware of any time
that they have allowed unsupervised unloading?

A No, I don't.

Q Have you ever disposed of hazardous
liquids or substances at that dump?

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A At the chemical dump maybe but not at the trash dump.

Q Not in the landfill. Have you personally ever seen salvage operations interfering with or delaying your unloading or the operation of the fill?

A I would have to say no.

MR. BAKER: That's all. You may examine.

CROSS EXAMINATION

BY MR. KAUCHER:

Q Mr. Hueffmeier, as I understood, you haven't driven in ten years. Is that what you said, sir?

A Yes. Big trucks, yes.

Q And that is what hauls your trash. As I understood, you haven't driven a trash truck in ten years, is that right?

A That's right.

Q And you don't make every trip with every truck that comes over here, do you?

A No.

Q You run a business out of your office and your drivers pick up the trash?

A Right.

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Q So, these 10 or 12 loads that you bring to the Sauget dump, you are not on every one of those trucks?

A Oh, no. You can't.

Q When was the last time you were over here to his dump?

A Oh, I would say in a couple of weeks.

Q And how often before that did you get over here? I mean you yourself, but not your --

A Well, you never know. Sometimes I might be there a couple of times a week and the next time it might be a month. You never know.

Q It wouldn't be more than three or four times a month at the outside or would it be more or less than that?

A I would say about that.

Q And that is the experience that you are basing your testimony on that you answered Mr. Baker on, is that right?

A Yes, except my drivers. You ask the drivers what shape the dumps are in. You ask all the drivers what shape all the dumps are in.

Q What you are concerned about when you are hauling dump in there is whether your trucks

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get out without holes in the tires and your drivers don't have to wait to dump their load. And what he does with it afterwards is his business?

A Yes.

Q You have dumped chemicals, is that right?

A Yes.

Q What kind of chemicals have you dumped?

A Well, I would say ink. Sometimes waste oil.

Q How about do you dump any septic tank pumpings in there?

A No.

Q You have anything to do with that sort of thing?

A No.

Q You haul from some company or something that has got chemical like ink?

A Yes. Not too much of it.

Q Have you ever dumped any paint pigment or paint to the best of your knowledge on the solid dump there? You ever have any paint? You haul from a paint company or a pigment company?

A No, we don't haul from no paint company.

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We have hauled paint, like I said, but it's thinned. Maybe to the Thompson dump.

Q And when you go in that dump, did you ever get out of your truck? When you would come over, you would ride with your truck driver, is that what you would do?

A Well, ride with the truck driver, and I go in there a lot by myself.

Q Did you get out of the truck or just sit there?

A I always get out of the truck, that's for sure. Most of them you have to stay an hour or so.

Q You didn't make a particular effort to go around and inspect the place, did you?

A No. I'm not no inspector.

MR. KAVCHER: That's all. Thank you.

(Whereupon the witness was excused.)

HEARING OFFICER LIND: All right, the next witness.

(Witness sworn by the Notary Public.)

JERRY ROSSEN

called as a witness herein on behalf of the Respondent and having previously been sworn by

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004434

the Notary Public, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BAKER:

Q State your name, please.

A Jerry Rossen.

Q Where do you reside, Mr. Rossen?

A 135 Executive Drive, St. Louis.

Q What is your business or occupation?

A I own Atlas Service Company -- a trash hauling operation.

Q And where is your business located?

A Nineteenth and Converse in East St. Louis.

Q Your principal hauling is on this side of the river?

A Yes.

Q Are you familiar with the Sauget & Company dump?

A Yes, I am.

Q And how long have you been familiar with it?

A Ten - fifteen years.

Q How long have you been in the business of

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trash hauling?

A About eight or ten years.

Q You use the Saugert & Company dump?

A Yes, sir.

Q And you pay for its use?

A Yes, sir.

Q Have you personally inspected that dump?

A Yes, sir.

Q Would you tell us when the last time you
were there was?

A I was there about ten days ago.

Q And how often on the average per week or
per month do you see the dump?

A Once or twice a month.

Q You are familiar with its operation.

Based upon your observations have you ever seen
them allow open dumping on that dump?

A Our trucks always dump right in one
place right in the middle where they're dumping.

Q Have you ever personally observed or
heard of from your drivers that they allowed un-
supervised unloading?

MR. KAUCHER: Your Honor, I'm going to object
to what he's heard from his drivers. I think what

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he's seen --

HEARING OFFICER LUND: Objection sustained.

MR. BAKER: Have you ever personally seen

unsupervised unloading?

THE WITNESS: No.

Q Have you ever personally observed a
condition where they weren't spreading and com-
pacting the refuse as it was admitted to the
dump?

A The caterpillar was always operating
whenever I was down there.

Q You use other dumps besides this one?
A I have.

Q Do you now?

A No.

Q Why do you use this dump?

A Because it is the best conditions for
our trucks.

Q The road is maintained well?

A Very well.

Q The top of the fill maintained well?

A Yes.

Q Are you aware of any.... Salvaging
goes on there, doesn't it?

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A That's right.

Q Do you use salvaging in your business?

A Yes, we do. I'm in the scrap iron business.

Q How do you salvage? You heard me talking to the prior witness about that.

A Well, when a customer has a load of scrap, we go and get it.

Q Would you mix that with any other material? Suppose you get a mixed load.

A Yes, sometimes trash and scrap iron come in together.

Q And you have to separate them?

A It depends on the amount of scrap iron that's in the load.

Q But, if there is scrap iron and trash mixed together and you think there is enough scrap iron, you then separate it to get the scrap iron?

A That's right.

MR. BAKER: You may inquire.

CROSS EXAMINATION

BY MR. KAUCHER:

Q How do you separate that?

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A By hand.

Q But not at the dump. You do that at
your own place?

A That's right.

Q And you have special separate facilities
set up for that, don't you?

A That's right.

MR. KAUCHER: That's all I have. Thank you.

(Whereupon the witness was excused.)

MR. BAKER: Mr. Sauget.

(Witness sworn by the Notary Public.)

PAUL SAUGET

called as a witness herein in his own behalf
and having previously been sworn by the Notary
Public, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BAKER:

Q State your name, please.

A Paul Sauget.

Q Where do you reside, Mr. Sauget?

A 2901 Upper Cahokia Road, Sauget, Illinois.

Q Are you connected with Sauget and
Company?

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A I am.

Q Is it a corporation?

A We are.

Q As a matter of fact, it is a Delaware corporation?

A Right.

Q Licensed to do business in Illinois?

A The State of Illinois.

Q What is your connection with it?

A I am Secretary - Treasurer to the Company.

Q Who is the President?

A Leo Sauget.

Q And he is your father?

A Right.

Q You personally, have you ever been in the landfill operation as an individual?

A I have.

Q Are you now?

A I am.

Q As an individual?

A Well, no. As a company -- officer of the company.

Q Not individually though?

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A No.

Q You operate the company in essence
for your father?

A Right.

Q But you yourself are not in the sani-
tary landfill business or chemical dump business
or anything else?

A No.

Q Now, you have two dumps situated here
in the village, is that right?

A Right.

Q One is a chemical dump and the other is
a sanitary landfill?

A We don't refer to it as a chemical dump.
We refer to it as a liquid waste disposal facility.
The other one is a sanitary landfill.

Q They are both on the same piece of real
estate?

A Right.

Q Which is Lot 304 of the Sixth Subdivision
of Cahokia Commons?

A That's right.

Q Who owns the area on which the toxic
liquid dump is located?

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A Monsanto Company.

Q And does Sauget and Company lease that from Monsanto?

A That's right.

Q And who owns the rest of it?

A A trust company called Cahokia Trust.

Q Charlie Richardson and two other people?

A Charlie Richardson and Dr. Alsacer.

Q And a third?

A And Mr. Richardson and that first name are trustees.

Q And you lease that from the Cahokia Land Trust?

A A trust.

Q Or the corporation does?

A I presume it's a corporation.

HEARING OFFICER LIND: How long have you been operating this dump?

A At this site for 18 - 19 years at this site, and I also have operated other sites before moved here.

Q Mark these Respondent's 1, 2, 3 and

4.

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(Respondent's Exhibits Nos. 1, 2,
3 and 4 marked for identification.)

HEARING OFFICER LIND: Mr. Kaucher, would
you like to look at the exhibits that are being
offered?

MR. KAUCHER: Yes, sir.

HEARING OFFICER LIND: Are there any ob-
jections to the exhibits, Mr. Kaucher?

MR. KAUCHER: Yes, sir, as to the relevancy
of them. Under the proceeding we have here for
the record we feel they are irrelevant and imma-
terial for a proceeding under the Environmental
Protection Act. These were dated and issued prior
to the Act.

And 1 and 2, as I understand, are appli-
cations completed by Mr. Sauget. And one of the
other exhibits is a letter from him to the State
Department of -- whatever is involved there. And
the other one is an inquiry from Mr. Klassen.

We don't think they serve any parti-
cular purpose, that they are relevant or that
they establish in any way a permit to operate
a dump or even show an approval to operate one.
But, with those exceptions why we will let them

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THE HING OFFICER LIND: Now you say the

SAVED Exhibit 1.

HEARING OFFICER LIND: Exhibit 1?

Q. THEN: Yes, sir. As I understand it
you may well be wrong) the Environmental Pro-
tection Act does not impose any greater duties
upon us to regulate or EPA permits then existed
prior these rules.

HEARING OFFICER LIND: May I clarify one
point. Now we have the rules and regulations
issued by the Department of Public Health. We
also have the rules and regulations issued by
the Illinois Pollution Control Board, and I
don't want to get them mixed up.

Now, your Exhibit 1 was what, Mr.

Kauchner?

MR. KAUCHNER: The rules and regulations
for refuse disposal sites.

HEARING OFFICER LIND: You had no reference
to the...

MR. KAUCHNER: No, sir. No, I had no ref-
erence whatsoever to the Rules of Practice and
so on, I think.

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HEARING OFFICER LIND: Now, Mr. Lind, do you use
Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 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2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 22

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

rapidly as somebody thinks we ought to cover.

A That's right.

Q And we may not be getting covered by the end of the day?

A That's right.

Q But you just don't allow anybody to go in there and dump something one spot or another?

A That's right.

Q He's got to dump it at a particular location?

A That's right.

HEARING OFFICER LIND: May I ask a question?

Who may use your dump? Only regular scavenger hauling companies or may individuals come in to use your dump?

THE WITNESS: Individuals may come in to use it, but I don't welcome it. I only want industrial or haulers such as Atlas or Hueffmeier Brothers that's in the business.

HEARING OFFICER LIND: What percentage of the dumping is performed by companies in the business and what percentage would be --

THE WITNESS: You mean hauling business?

HEARING OFFICER LIND: Hauling business, yes.

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23, 1983 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000740

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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HEARING OFFICER LIND: Shall we proceed?

MR. BAKER: All right. I didn't hear your
answer to the Judge's question. You have oper-
ated this site at this site for at least fifteen
years?

THE WITNESS: Eighteen - nineteen years at
this particular site.

Q Mr. Sauget, have you always used
cinders as cover?

A I have always used cinders as cover.

Q And you used it before March of 1966
and after March of 1966?

A I sure have. With permission from Mr.
Klasson, the Director of Public Health Depart-
ment. He personally told me they were acceptable
to use as cover material.

Q Have you ever allowed open dumping as
such -- intentionally allowed open dumping at
your site?

A No, sir.

Q Ever?

A Never.

Q And just to make this positive, we
might be guilty at times of not covering as

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000739

0000739

004446

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Q. Now, what do you understand you have
done with the material from July 1, 1970 on.

A. SAUCED. Right.

Q. Now, you imposed and attempted to enforce with
it to be to refuse that might be dumped at the
Landfill?

THE WITNESS: You mean what can be dumped?

Q. Yes. Can anything be dumped there?

A. Well, they don't have any. In indus-
trial waste you get a little bit of everything.

And those haulers, you don't know what they're
picking up or what they have until after it's
dumped. And I really haven't refused any hauler
from dumping any kind of material he brings.

Q. Well, do you allow midnight driver
sanitary people to dump at the sanitary landfill?

A. I do.

Q. Do you allow the chemical companies to
dump there?

A. I do.

Q. Do you require that they dump in the
chemical drums as contrasted to the sanitary

Landfill?

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

and what percentage would be done by individuals?

THE WITNESS: I would say 95 percent is done
by --

HEARING OFFICER LIND: Companies?

THE WITNESS: Companies. Hauling companies.

MR. BAKER: Do you charge the individuals who
use it?

THE WITNESS: I do.

Q And, of course, you charge the hauling
companies who use it?

A That's right.

Q What controls do you have over the type
of things that are dumped at the sanitary landfill?

MR. KAUCHER: I wonder, Your Honor, if we
might specify the period or the times that we're
talking about?

MR. BAKER: I don't know. You have charged
us before, on and after a certain date, and I
don't know what "before" means.

MR. KAUCHER: Well, if you don't know, then
it doesn't belong on the record. If you don't
know when it happens, Mr. Sauget --

HEARING OFFICER LIND: All right, designate
a time limitation.

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000741

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Q Now, you leave the ground from the dump for
your chemical dump, and they are the only ones
that use it?

A That's right.

Q Is the chemical dump completely
fenced?

A Yes.

Q How many gates?

A It has three or four drive-in gates and
one walk-in gate.

Q Are all of them locked up?

A They are all locked up. Locked every
night when the man leaves except if they are
hauling after quitting time.

Q In other words, they have access to it
even after your operator is gone from the sanitary
landfill?

A That's right. They have a key to get in
any time.

Q And you operate this solely for their bene-
fit?

A Right.

Q Now, it is obvious we have had fires.

A Lots of them.

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000744

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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Q That's correct. I don't have to answer
the question. That is confidential information. I
don't have to give out that information.

Q But there are certain things that they
dump on the chemical dump and not at the landfill?

A Right.

Q Is it properly kept out how?

A It is separated. But, you are getting
confused on these two operations.

Now, I felt we was talking about one,
and due to testimony they brought up the other.
The one is a private dump and the other one is a
public.

Q Reference for who?

A For Monsanto Company.

Q And Monsanto is the only company that
uses the chemical dump?

A That is the only one that uses it.

Q Do they dump into your sanitary landfill?

A They do.

Q Do they dump chemicals into your sanitary
landfill?

A No.

HEARING OFFICER LIND: Now, Monsanto owns the

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000743

004450

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

A

from on it.

Q

locked up?

A

locked up.

Q

when is it locked?

A

from ever anyone leaves the dumping

Q

what do you have between the road and

A

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HEB 0000746

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Q Do you burn to get rid of trash?

A No, we do not.

Q What do you attempt to do to keep from

burning?

A Not, we don't start any fires. I mean.

Q They occasionally ignite on us sometimes.

Q What do you do when they ignite?

A Well, usually the first thing, like any-
one else, when you've got a fire you call the fire
department.

Q We start putting water on it. If it's

big, when the men are working, we use our
hoses to cover it up with cladders or dirt or
whatever we have to smother it out.

Q But you don't permit burning in lieu of

smoking?

A No, sir.

Q Do you have now at the north end of the

site any traffic control devices?

A We have a gate.

Q What kind of a gate?

A It is a chain link fence gate, sixteen

foot wide.

Q Metal frame?

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

NED 0000743

004452

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

Q You could, but you would have to
almost track to do it.

Q Then there is a levee immediately west
of the creek?

A There is a levee at the seaway.

Q And on the west side is a smaller levee?

A Right between me and the river or the
Acuff and the river.

Q Have you started to use portable fences
as or near the face of the landfill?

A I have.

Q And have you started to do that since
November 30, 1970?

A I did. I had them up before and they
got tore down (knocked down) and we put them up
again, and the same thing would happen again.

Q The lister that those were supposed to
stop, where would it go if you didn't use them?

A Oh, it would eventually blow out in the
open field and stop or the top of the fill -- where
it goes even if you do have a fence.

Q Do you have a sign posted showing --
do you today have a sign posted showing the
course of operations?

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HEB 0000748

4455

**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

MONSANTO INSURANCE COMPANY LITIGATION

**MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.**

Q What happened to the
Well, uh never from the time you can
time of problems. I had a real problem
and a fence up.

People come to dump at midnight and
around, and they dump out in the middle of the
street and "bang" right in the middle of the street
The next morning my men have to go out and clean it
up.

So, I thought I would rather then dump
the morning then dump on the road and send men to
pick it up, and that's what I did; I took it out
of office.

Q Now, at the north end you have
A Now I have installed another gate and
office control device.

Q Now at the south end you don't have
anything, do you?

A No. There isn't any access to get in
there unless you walk in.

Q Along the railroad tracks it is not
possible to get over those on the east side by
car. I guess you could, but you would tear
your car up?

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ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE**

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Will the first couple of months.

Q Did you have someone before Daley super-

vised?

A I did.

Q Do you allow unsupervised unloading of

trucks?

A I do not allow it.

Q What do you do to attempt to stop it

offices having a man there?

A I have a man there all the time.

Q Do you do anything else?

A Well, no. I mean, he's there most of the

working hours ... all the dumping hours.

HEARING OFFICER (HMO): Is it a full time job

for the supervisor?

THE WITNESS: It is.

MR. BAKER: What do you do about policing up

the area inside the dump?

THE WITNESS: Oh, occasionally I will send a

truck down there with a man and we will go down and

pick it up and go down to the face of the fill.

Q I trust you don't do that every day?

A No, no sure don't.

Q You have heard testimony that you do not

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

A I do.

Q Have you put that up since November 30, 1970?
This one -- per se, I don't think you
put it after that, but I had signs before.

Q You heard several of the witnesses con-
firm you didn't on certain dates.

A I know, but they only come once or twice
a month or every three or four months. Well, I'm
in there every day.

Q And you say since July 1, 1970 you have
had signs posted?

A I have.

Q Announcing the hours of operation?

A Right.

Q Who supervised the unloading of trucks
at the site?

A You read the person's name?

Q Yes.

Q How?

Q Yes.

A Guy by the name of Bob Daley.

Q And how long has he worked for you?

A Well, he worked for me about seven or
eight years, but I only put him to work on the

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INSURANCE COVERAGE LITIGATION

MAY 25, 1990 ORDER REJECTING MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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A It's mostly a mechanical breakdown with the equipment. It states in the rule book that they allow for such problems.

Q This a week ago it snowed. You couldn't have covered that day, could you?

A We do. We work in the snow and the rain.

Q Do you attempt to impose any insect or rodent controls other than cover?

A Well, I didn't really know I needed it until just recently.

Q Have you recently started to put out rat traps or poison wheat?

A No. But, I got about 200 ton of rat poison buried in the fill. If I knew I had to, I could have kept it and used it. But, I didn't know I needed it.

Q Is that where the dead bodies have come from?

You do permit salvage operations?

A Yes, we have.

Q Are you aware of any instance in which the salvage operations interfered with the operation of the filling and compacting?

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HED 0000752

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INSURANCE COVERAGE LITIGATION

spread and compact as the refuse is admitted, and really when you get down to it I think the testimony was that you weren't covering at the end of the working day. They mesh together.

What do you attempt to do in this fill? How do you control the amount of stuff that is on hand? Do you have any limits on how many trucks can get in?

A No limits.

Q Do you have instructions to your people that they have to at least get it spread and compacted by the end of the working day?

A They have them.

Q And if you have a large day, do you bring in additional people to do anything?

A No. We work overtime though later at night.

Q Do you attempt to cover the refuse at the end of every day -- compact the refuse?

A We do.

Q Are there times that you haven't?

A There's times we haven't.

Q Are there times that weather has prohibited you from doing it?

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23, 1991 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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ATTORNEY CLIENT PRIVILEGE

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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MR. BAKER: Just metal?

A Metal, iron.

Q You did scavenge some sort of a radio
for yourself out there, didn't you?

A No, not really. The thing of it is
with these barrels they talked about, sure, we
take them out of the fill.

I don't know whether you ever operated
a 25 ton piece of equipment and run over an empty
barrel that's with the bungs in it and tight.
You get a hell of an explosion from it sometimes.
We do this for a safety feature to get it out of
there.

And it's pretty hard to compress --
pick an empty barrel in the landfill. So, we
like to get them out -- get them out of the
way.

The same way with the pipe they're re-
ferring to. I don't know whether anyone ever saw
a piece of pipe go through a dozer radiator or
near the fan off it or the manifold or fuel in-
jection pump. If we can get them out of there
and picked up, we can save a lot of money towards
maintenance of equipment, buying new radiators and

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK PRODUCT DOCTRINE.

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ATTORNEY CLIENT PRIVILEGE

HED 0000754

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO LITIGATION RE COMPANY LITIGATION
MAY 25 1993 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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A No, it doesn't interfere.

Q Do you attempt to remove the salvage materials daily?

A We do. We pick them up, put them in a truck.

Q And if you don't remove them, what do you do with them?

A Well, we just bury them in the landfill.

Q Well, you try to get them in a particular location?

A Oh, yes, we usually put them in a truck.

Q And do --

HEARING OFFICER LIND: What do you mean by that -- you put them in a truck?

THE WITNESS: Well, you remember that some of these testimonies were there is a truck sitting in the way of the dumping they testified. Well, that is usually the truck where we get pipe or barrels or something. We will put it in there.

HEARING OFFICER LIND: How do you ultimately dispose of this material? When you put it in the truck, what do you do with it?

THE WITNESS: After we get a load, we take it to the scrap yard.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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a while ago got referring to they see a dozer sitting there and no one operating it. I don't know. They're probably over in the shelter, where if the shelter wasn't there they might be on it.

HEARING OFFICER LIND: Do you maintain an office on the premises?

THE WITNESS: No.

HEARING OFFICER LIND: Where is your office?

THE WITNESS: Across the street here.

MR. BAKER: How far is the office from the dump by road, not the crow.

THE WITNESS: Three miles.

Q And do you have any provision at the site proper for drinking water or hand washing and toilet facilities?

A Well, I have an igloo and paper cups now. But before, if you want to tie the two sites together like you've been doing all day, we had facilities I would say 500 feet away from the shelter over in Monsanto's tank farm area; drinking water, toilet facilities, anything we want, telephone.

Q It is still there?

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INSURANCE COVERAGE LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COVERAGE LITIGATION:

MAY 25, 1980 ORDER PROTECTING MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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besides buying new radiators is the down time on the equipment.

Q What you are trying to say is you are not really salvaging this stuff for monetary gain but to properly compact the fill?

A Right. And to save the equipment from repairs.

Q Do you have, in fact, a shelter for employees on the site?

A I do.

Q Where is it?

A Well, being's they referred to both landfills, this one shelter has been there since, I would say, 1959. It's on the west side and towards the north end of the liquid waste facilities.

Q That is within the fenced area?

A That is within the fenced area. And since then there have been shelters put up which from time to time I would destroy them and get rid of them. Then an inspector would come out and raise hell about it, so I would put another one in.

Men can't work in a shelter. And men

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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go through the trash?

A No.

Q What do you do to keep them out?

A It's up to the man in charge to tell
them to get out and stay out.

Q He's got orders to keep them out?

A Yes.

HEARING OFFICER LIND: Do children play
nearby your site?

THE WITNESS: No, sir.

MR. BAKER: How close is the closest resi-
dence to your site?

THE WITNESS: There's some old people lives
over here on Monsanto Avenue or Route 3. I would
say it's a couple miles. But, there isn't any
children.

Q What about down to the south where the
open field is?

A About three miles.

Q All the way down to the creek?

A There isn't anything all the way to the
canal.

Q And how far is the canal?

A Five miles.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

A It is still there, and we have access
to them.

(Off the record discussion.)

Q Maybe we ought to ask that. What is
an igloo?

A That is a container we put drinking
water in.

Q Do you have any idea, Paul, what the
red rust, red liquid might have been that's been
referred to?

A I'm not in a position to divulge that
information.

Q Because of your relationship with Mon-
santo?

A I'm not sure I know what red material
they're referring to.

Q Until this proceeding were you ever told
not to use cinders as cover?

A No. Not until a week or so ago.

Q When we met with Mr. Kaucher is the first
time?

A The first time I knew I wasn't allowed to
use cinders.

Q Do you allow individuals to come in and

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MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE

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A It is.

MR. BAKER: I have no other questions.

CROSS EXAMINATION

BY MR. KAUCHER:

Q Mr. Sauget, am I correct in assuming that the only authority that you have to operate is these four documents that are introduced into evidence here? That is, the permit and the authority that you have to operate. On the State level I mean.

A Yes.

Q There is no other permit or document that you rely upon to operate either one of your operations -- either the liquid dump or the landfill operation -- other than these four documents, is that correct?

MR. BAKER: I want to answer that question. There are numerous exchanges of correspondence since those dates from the Department of Public Health. Whether or not those are directly evidence of authority, I am not willing to say.

MR. KAUCHER: I don't know.

MR. BAKER: They have acknowledged the existence of this. As a matter of fact, we were

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE

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Q You heard Mr. Hart testify that there is a particular area that he described along the road (the dump road) that's been uncovered since May of 1970 -- the same area. Could you from his testimony tell where that particular spot is?

A I think I know what he's referring to.

Q What is he referring to?

A The site was covered. I think it's material that fell off trucks and was pushed over on the side and never was policed up.

Q He's been there four times at least since May of 1970. Did he ever specifically call your attention to this particular location?

A No. I've only seen him one time down there, and that was just here last month.

Q Did he call your attention to it then?

A No, he didn't.

Q If you have a fire, how long does it take for the fire department to get there?

A Oh, it shouldn't take more than four or five minutes, six minutes, if they're called.

Q Is your fire department here in the village equipped with facilities to put out chemical fires?

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MONSANTO INSURANCE COVERAGE LITIGATION
MAY 25 1993 CERRO COPPER/EIL/PCB
TREAT AS PROTECTED MATERIAL
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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things of that nature. Several things really he does dump in there.

A Mr. Hueffmeier does hauling for Monsanto Chemical Company. Now, Monsanto hauls with some of their own equipment, and they have outside haulers that haul in there these liquid wastes.

The material that is dumped in there is Monsanto material. In some way, shape or form it came from them.

Q And, of course, Monsanto is a chemical company and their plant here in Sauget produces various kinds of chemicals, does it not, sir?

A Right.

Q And what is in that dump you would expect to be some sort of a chemical of some kind, is that right, sir?

A That's right.

Q As much in the ordinary operation of the chemical company would be dangerous. Some of them caustic, some of them various degrees of dangerousness, I would imagine, is that correct, sir?

A There is some dangerous.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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a Defendant in a lawsuit in St. Clair County.
But, nobody at any time ever tried to stop the
operation of the dump per se.

MR. KAUCHER: All I want to know is if
there is, in fact, a written permit or a per-
mit or anything of that sort to the short appli-
cation of the -- apparently again what is written
really by Mr. Klassen.

THE WITNESS: That's all I know of. I
didn't know there was a change in things as a
permit or a license to operate, because I had
been operating before.

Q Before they started?

A Before the law came into effect, and
just continued.

Q As I understood your testimony on your
chemical dump, Monsanto was the only one. You
lease it from them and operate it for their bene-
fit and sole benefit, and they are the only ones
that dumped in there?

A That's right.

Q I was wondering if you recall the testi-
mony of Mr. Hueffmeier, Mr. Sauget, when he testi-
fied he had dumped chemicals in there and paint and

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MONSANTO INSURANCE COVERAGE LITIGATION:
MAY 25 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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improvements on his site operation and should be given credit for these. But, the thrust of our complaint here is that the violations did exist and continued to exist until very recently -- shortly after the complaint was filed.

We have alleged a number of things such as open dumping, open burning, no adequate fencing, no proper shelter. And there are photographs and substantial testimony on all of these items.

The same way for improper cleaning up, spreading and compacting this litter, particularly pointed up by the fact that they have substantially reduced the area that they are now using compared to what they used to use.

I think this speaks a number of volumes about past performances and also reflecting a desire to comply in the present. I mean you have got to take both sides of that coin.

He has apparently very obviously dis- posed of liquids and hazardous materials without a specific written approval. We got into questions of whether the documents have given such authority or whether they do not.

On the separate -- there is testimony

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25 1993 OFFICE PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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MR. KAUCHER: That's all I have. Thank you.

HEARING OFFICER LIND: Does that conclude
the Respondent's case?

MR. BAKER: Yes, sir. The Respondents rest.

HEARING OFFICER LIND: We will now hear the
Complainant's rebuttal.

MR. KAUCHER: No rebuttal.

HEARING OFFICER LIND: At this time we will
welcome statements from any citizens who may indi-
cate their desire to make a statement.

Hearing no response, we will continue
along. We will proceed with the Complainant's
opening arguments.

MR. KAUCHER: Your Honor, may it please the
Court, Mr. Baker. I will try to be brief, Your
Honor. We have been here a long time.

I think I shall limit my remarks to urg-
ing to the Hearing Officer and ultimately to the
Board that I think beyond any question of a doubt
we have established from the evidence brought forth
here (and some of it even confirmed by Mr. Sauget's
testimony) that the violations of which we complain
have taken place have existed. It seems also appar-
ent to me, in all fairness, that he has made some

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

violations are incurred.

Of course, obviously, a purpose of a penalty is to penalize and also deter future actions. I think we have had some beneficial effect. A fine would certainly carry with effect a little further and a little bit more close to home I think to the Defendant and the Respondent here.

And we would, therefore, without belaboring the point and unduly stretching the hearing out, respectfully request that you recommend to the Board and that the Board take the action of which we have requested in our complaint, Your Honor. Thank you.

HEARING OFFICER LIND: We will now proceed with the Respondent's closing arguments.

MR. BAKER: I wonder before I do that whether or not I can make a motion to dismiss as to Paul Saugat as an individual. He was added this morning. The testimony -- uncontradicted testimony is that if there is an operator it is Saugat and Company and there is, I think, the corporate veil, if you please, and it should be the Defendant and not Paul himself.

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MONSANTO INSURANCE COVERAGE LITIGATION
MAY 15 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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that even on the solid material dumped there is liquids disposed of. There is no dispute or testimony to the contrary other than what Mr. Sauget, who is not out there all the time, doesn't know of any such thing.

We have got testimony on the salvaging and scavenging operations.

In short, Your Honor, I think we have produced substantial -- not slight but substantial evidence of all of the allegations that we complain of at the times we complain of them and all of them since the inception of the Environmental Protection Act under which we now proceed. And we would, therefore, most respectfully request that this Hearing Officer recommend and the Board order the cease and desist of the things we complain of if they have not already been done, so that they do so and that a good and sufficient fine.... And we have asked for the maximum of \$10,000 plus \$1,000 for each day of violation shown to have existed; and that the Hearing Officer recommend and the Board award such fine in their determination that they feel just and will supply a sufficient incentive to cause a little thought before further

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deny that there are fires. We attempt to put them out as fast as they come up. We think that is our duty. We do not open burn for the purpose of disposing of refuse. Sometimes the refuse itself does burn, but it is not open burning in the context that this rule was written. That was to prohibit the guy from using the big fire and dumping it to get rid of it.

We are compacting it, perhaps not the way they want us to, but we are compacting and covering it.

I dispute whether or not the fencing that was there or is there now is adequate. The rule says "adequate fencing." It doesn't say it has to be wholly encompassed by a fence. There is nothing in the rule which says you have got to have a four sided fence.

We have had traffic control devices. We still have them.

We don't have individual scavengers trying to come in. That would be the other purpose of the fence.

We have a levee and a railroad on one side, a levee and the river on the other side,

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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

MEDE 0000768

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
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HEARING OFFICER LIND: I will have to deny your motion, and we will let it stand as Paul Szegert and the company.

MR. BAKER: I would point out only that they haven't proven a case against him as an individual, in addition.

HEARING OFFICER LIND: Uh-huh.

MR. BAKER: All right. First of all, we might as well take them one at a time.

They certainly haven't proved open dumping, and our evidence is that we don't allow open dumping. Now, if you want to take that around to the question of too much refuse at one time and perhaps the failure to cover before the end of a day and make that into open dumping, we might be guilty of some technical violations on isolated occasions.

From the construction of Article III on open dumping it seems to me that is just plain dumping in a fill with different spots, different times, with no attempt to do anything about it. And I don't think they have proven we are guilty of that, and we obviously deny we do that.

We don't allow open burning. We won't

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We deny that we have been since November 30 not spreading and compacting refuse as it is admitted, and this goes with the question of covering at the end of the day. It goes to the question of working over too large of an area.

It may be so that prior to November 30th we might have been guilty in somebody's opinion of having too big of an area, but their own experts, they have never run a dump. They don't know what is too big. They think it was too big.

Since November 30th we are attempting to correct the situation and make certain that we can get it covered by the end of the day. And, after all, that is the test they are attempting to impose.

The liquid and hazardous material situation is one of confusion. In the toxic dump we say we have permission to operate it and to dump there what has been dumped. In the other part on the sanitary landfill there is no evidence that any of the stuff that's been disposed of there is hazardous.

I guess we had better admit that the sewage stuff that we have been allowing to be

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MONSANTO INSURANCE COMPANY LITIGATION:
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no access from the south. Query: What is adequate fencing? The rule doesn't say and we have never been told that we had to encompass it on all four sides. I suggest that certainly what we have now is adequate for the two purposes for which these people from the State indicated they thought it ought to be had.

We do have proper shelter. It may not be on the site proper. But, what is proper shelter? Immediately available within 500 feet for the employees.

We don't allow as alleged in six unsupervised unloading.

We admit that we didn't have at times portable fences. We have them now.

We are charged with improper policing of the area. We admit that we don't police the area every day. We admit that. But, is that necessary in this location at this site to go around with a man with a stick and a nail on the end of it picking up stuff? It comes down to a question of what is proper -- whose opinion. Who is to say what has to be done in a given factual situation?

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 23, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
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for proper purposes, either pecuniary gain or as
he's stated to get a good compactible refuse --
goes in and pulls out stuff that shouldn't be
in there. We do that. And I don't know that
it is wrong. Frankly, I find it not spelled
out very clearly in the regulations, Exhibit 1.

That's it.

HEARING OFFICER LIND: This concludes your --

MR. BAKER: There are five of these which go
to salvaging, scavenging. Two of them tie in about
too big an area, no daily cover and letting them
dump stuff faster than you get it done. They all
go together.

This is our defense. You heard our tes-
timony of two other people who use dumps who say
we have got the best dump around and that is why
they use it. Maybe this isn't a wholly good
defense, but it shows an attempt to run a proper
dump for the type of community which we particu-
larly are serving.

I think the hazardous material thing
disturbs me. We do have two applications which
have been approved -- one to run the Monsanto
dump and one to run the other. We think they

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dumped there is wrong. We don't have permission to do it. We shouldn't do it without prior permission, and to that extent we agree that we shouldn't do it or we will apply to get permission to do it. The other stuff, there is no evidence it was hazardous.

We are attempting to impose insect and rodent control, but if the test is right that the only effective way to do that is cover, then we think the cover thing will handle that.

I don't know what to tell you about unsanitary salvage operations and salvage operations and scavenging. I find it very difficult to correlate the two different rules, which are 510 and 512.

We do salvage. We don't let it interfere. We get it out or stored away from the landfill and, as I understand it, that is permissible.

And I don't know what -- frankly, I don't know what the difference between salvaging and scavenging is unless it be scavenging is the allowing of you and Mr. Kaucher and me and the general public to come in and root through the stuff. I don't think that is what salvaging is. I think salvaging is where the operator himself goes in

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25 1990 ORDER PROTECTED MATERIAL
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So, I think if you run from one extreme to the other we have got quite graphic evidence in the way of photographs as to the condition of that place. And, again, I think there is only one way that it is going to be cleaned up.

(A) A cease and desist order and

(B) A substantial fine so as to make it quite impressive that these are the rules that they must follow now.

What happened ten or fifteen years ago is something else. We now have a whole new ball game with all new rules as of July 1st that these rules must be complied with without question.

They are for the good of everyone, including those who operate the dumps, who have to live on this round ball we call the earth and the industries who also do business here who must also be run by people who have to live here and that perhaps if we have to modify the way we do business or modify the method in which we dispose of our wastes, this will have to be done. If it requires an individual

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MAY 25, 1990 ORDER PROTECTED MATERIAL
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are sufficient. We may be mistaken about the whole thing. If we are, it is an innocent mistake and certainly not the grounds for a fine.

And I point out again, as I said earlier today, I don't think under the Constitution of 1870 or the Constitution of 1970 that the Board has the authority to impose a fine. I think it is purely judicial, and any attempt to impose a fine is an unconstitutional action by people who appointed you.

HEARING OFFICER LIND: Thank you. We will now conclude this hearing with the Complainant's closing arguments, if any.

MR. KAUCHER: Your Honor, to be quite brief, I think I can sum up the response to Mr. Baker's comments by quoting from Mr. Sauget when he said he has yet to refuse anybody that wants to dump anything in there. People have gone in there. They can dump anything they want to from human waste to the red material, whatever it may be, and Mr. Sauget didn't want to tell us what he thought it might be. So I take from that at least I think it is reasonable to assume it was something dangerous or something secret.

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 26 1030 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
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pocket. It is bitter. It is unpleasant. But, it is also quite effective; that must -- must be achieved. They have got to be.

The whole purpose of the law -- not me, not the people of Sauget or Sauget Company, but all the people of Illinois represented in their General Assembly have enacted this thing. They have approved it. This is what we must be guided by. My judgment is not better than that. Their judgment says this is what we shall live by.

That is what we are here for today; to say -- "Mr. Sauget, this is what you will live by." And he is not the only one. There will be others prosecuted. "You shall live by these rules." To say, "This is what the greater number of the people of the State of Illinois feel should be done. This is what you must do, and if you don't do it, as you have not, then you must pay the penalty." And that is exactly what we are here for. He is not, and the penalty must be paid, Your Honor.

Thank you.

MR. BAKER: I am confused. I would like to ask a question, if I may. You refer to a new

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 20, 1974. PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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be penalized on a basis here and there, this must
be done and you must realize this is for the greater
good of the people and it is something that must be
done.

I think that this act took effect on
July 1 of 1970 and that we have evidence here
that there was no even attempt, much less effec-
tive compliance with this requirement until this
complaint was filed, and at which time we have
had a flurry of activity. We have had a lot
going on to try to comply that we still do not
have -- at least as of April 7th -- full compli-
ance even in view of the fact that there is going
to be a prosecution.

I think, Your Honor, in view of these
things it becomes incumbent upon all of us to be-
come aware of the problems that we have today.
And while that may be unpleasant and financially
expensive, that there are solutions. They can
be solved. They are not without solutions.
They have been solved elsewhere. They can be
solved here.

And the only way to force it is by
the bitter cup of penalties -- money out of the

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MONSANTO INSURANCE COVERAGE LITIGATION
MAY 25 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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to do so within ten days or to do so prior to
the time that the transcript is typed.

(Off the record discussion.)

HEARING OFFICER LIND: Mr. Kaucher, do
you intend to file any written Briefs in this
case?

MR. KAUCHER: No. Only a response to
something Mr. Baker may say.

MR. BAKER: I would like to have the right
to file a Brief, which I may or may not exercise,
within ten days after I receive the transcript.

HEARING OFFICER LIND: Are there any ob-
jections, Mr. Kaucher?

MR. KAUCHER: No, sir, if that's what he
wants.

HEARING OFFICER LIND: All right. We will
allow the Respondent ten days after the time
the Hearing Officer receives the written trans-
cript to file written Briefs, if they so desire.
Is that what you want?

MR. BAKER: Yes, sir.

MR. KAUCHER: ... we automatically supplied
with a copy of the transcript, Your Honor, or
how does that work?

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MONSANTO INSURANCE COVERAGE LITIGATION:
MAY 25 1999 CHECKED PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
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195

law on July 1, 1970. As a matter of fact, the rules and regulations are still the old rules and regulations of April of 1966, aren't they? Isn't this what we have to comply with?

You are not suggesting that the Environmental Protection Act of 1969 changed those rules?

MR. KAUCHER: No. That action adopted the rules that have been in effect since 1966.

HEARING OFFICER LIND: I would like to bring to the attention of counsel in this hearing Section 330, if you are not already familiar with it, which states that the parties may submit written Briefs to the Board within ten days after the close of the hearing or such other reasonable time as the Hearing Officer shall determine consistent with the Board's responsibility for expeditious decision. Upon request at the time of submission of the Briefs or on its own motion, the Board may permit oral argument by the parties before the whole Board.

At this time, Mr. Baker, do you have -- could you say whether or not you would care to file any written Briefs?

MR. BAKER: It would be extremely difficult

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1980 OFFICE OF PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS
CASE No. PCB 71-29

198

I, Imogene M. Helm, do hereby certify that I am a Certified Shorthand Reporter employed by LEON M. GOLDING & ASSOCIATES of Chicago, Illinois; that I reported in shorthand the evidence taken and proceedings had on the hearing of the above-entitled case on the 13th day of April, A. D., 1971; that the foregoing pages are a true and correct transcript of my shorthand notes so taken as aforesaid, and contain all of the proceedings directed by the Illinois Pollution Control Board or other persons authorized by it to conduct the said hearings to be so stenographically reported.

Imogene M. Helm
C.S.R.

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

(Off the record discussion.)

HEARING OFFICER LIND: For the record I
would want to compliment the attorneys, Mr.
Kaucher and Mr. Baker, for their fine handling
of this hearing.

If there is nothing further in this
case, the hearing is closed. The transcript
will be prepared and presented to the Board for
its consideration. Thank you.

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MAY 27, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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MAY 23 1980 ORDER PROTECTED MATERIAL
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PCB 71-29

PCB 71-29

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HEO 0000781

Date: 8-11-70 EX 2-8
 Time: Admitted Stanley J. Ford
 4-13-71 PCB 71-24
 Location: 1400 E. 5th St.
 Comments: 1400 E. 5th St.
 1400 E. 5th St.

Photograph By: C. J. [illegible]

Date: 8-12-70

Time:

Location: ST. CLAIR CO. - S.W.
 1400 E. 5th St.
 Comments: Taken from [illegible]
 South

Photograph By: [illegible]

Date: 8-12-70

Time:

Location: ST. CLAIR CO. - S.W.
 1400 E. 5th St.
 Comments: Taken from [illegible]
 South

Photograph By: C. J. [illegible]

PROTECTED MATERIAL: MONSANTO
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MAY 25, 1990 ORDER PROTECTED MATERIAL
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 PRIVILEGE AND WORK-PRODUCT DOCTRINE



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Date:

Time:

Location:

Condition:

Photograph By:

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**MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.**

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*Comp. Ex. 2-19
4-13-71
Butt
4-12-79
Attorney's fund*



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004430

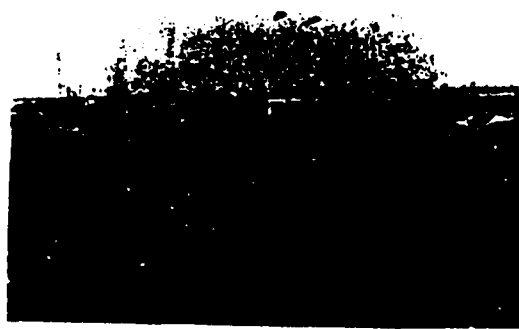
Date: 8/12/70 ^{EX 2-0} admitted 4-12-71
Time: PCB 71-21 Stanley L. Hunt

Location: 57 1/2 mi. E of S.W.D.
Sungut / Paul Sungut

Comments: Taken to view 74c
Cust.

Photograph By: Andrew Hollman

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



Date: 8/12/70

Time:

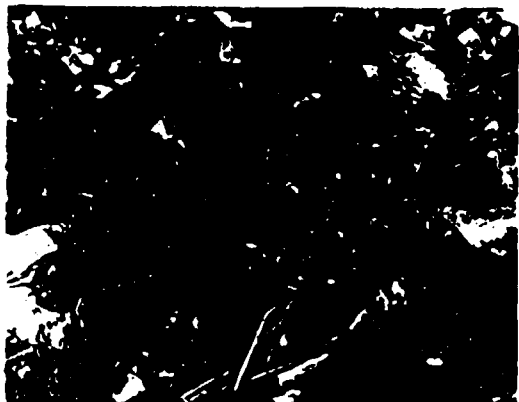
Location: 57 1/2 mi. E of S.W.D.
Sungut / Paul Sungut

Comments: Taken to view 74c
Cust.

Photograph By: Andrew Hollman

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE



Date: 8/12/70

Time:

Location: 57 1/2 mi. E of S.W.D.
Sungut / Paul Sungut

Comments: Taken to view 74c
Cust.

Photograph By: Andrew Hollman



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Date:

Time:

*PCB 71-29 submitted 4-13-71
Dorling & Lind*

Location:

Comments:

Photograph by:

Date:

Time:

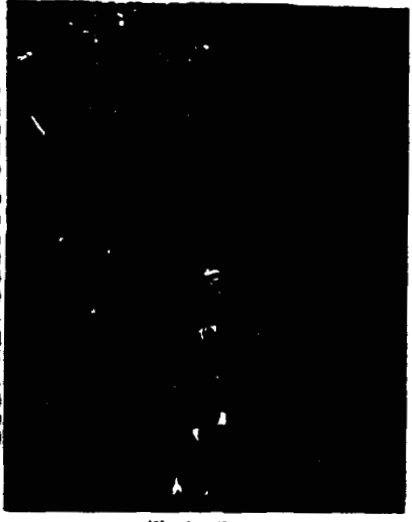
Comments:

Photograph by:

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EX-2-F Allocated 4-13-77
PCB 71-29 Attorney's Privilege



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INSURANCE COVERAGE LITIGATION

Date: 11-30-70

Time:

Location: ST. Clair Co. SW

Comments: Sanget / Sanget

Notes: Taken Toward The

North East

Prepared By: Andrew Volter

Date: 12-1-70

Time:

Location: ST. Clair Co. SW

Comments: Sanget / Sanget

Notes: Taken Toward The

North East

Prepared By: Andrew Volter

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Date: 11-12-70
 Title: PCB 71-29
 Location: Ex 2-E
 Comments: admitted 4-13-71
 Photograph By: Stanley J. Paul

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 INSURANCE COVERAGE LITIGATION

Location: 17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1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E 11-30-70

RE:

ST. Clair Co - SUD
Sargent / Sargent

Taken Toward 761
50-74

Received By: *Robert V. Hall*

12-1-70

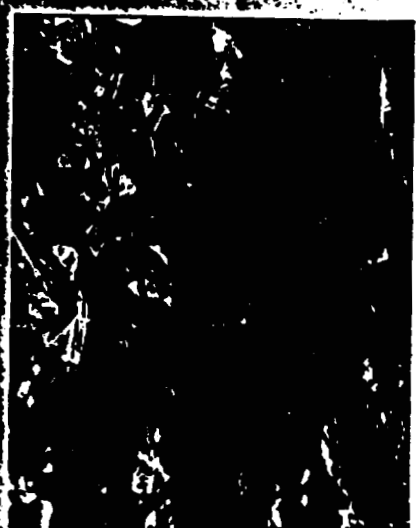
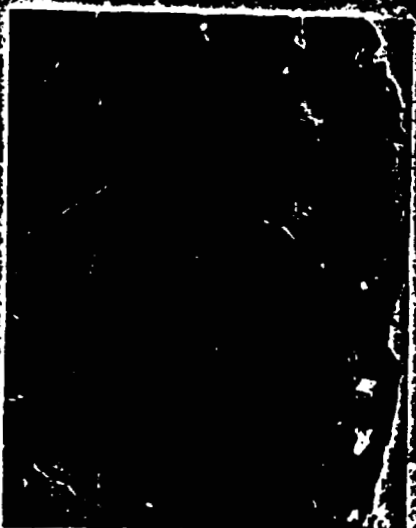
ST. Clair Co - SUD

Taken Toward 761

North West

Received By: *Robert V. Hall*

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



E x 2-4 Attached 1-1-71
PCB 71-29 *Quincy J. Ford*

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000790

Date: 11-30-70

Time:

Location:

Comments:

ST. Clair Co - SWD
Sauger / Sauger
Taken toward the
North

Prepared by:

Andrew V. Hines

12-1-70

ST. Clair Co - SWD
Sauger / Sauger

Taken toward the
North

Andrew V. Hines

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



EX 2-2
PCB 71-21
Submitted 4-13-72
Library of Fund

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000789

004496

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH
Division of Sanitary Engineering

APPLICATION FOR REGISTRATION
OF
REFUSE DISPOSAL SITE OR FACILITY

FILE EX 2
4-12-71

[Handwritten signature]
4-12-71

1. NAME OF REGISTRANT: Garrett & Co.

2. ADDRESS: 2908 Westmore Ave. Chicago, Ill.

3. REGISTRATION REQUESTED FOR: (Check one or combination if applicable)
☐ Incinerator
☐ Other Sanitary Landfill

4. LEGAL DESCRIPTION OF SITE LOCATION: County of Cook, State of Illinois, Township 2 North Range 10 East of 3rd Principal Meridian

5. IS REGISTRANT THE OWNER OF THE DISPOSAL SITE OR FACILITY? Yes

6. IF ANSWER TO (5) IS NO, GIVE NAME & ADDRESS OF OWNER: _____

7. Garrett & Co., 2908 Westmore Ave., Chicago, Ill.
Armedo Building, East St., Chicago, Ill.

In conformance with Section 2 of the Refuse Disposal Law of the State of Illinois, application is made herewith for registration of the refuse disposal site or facility described above.

[Handwritten signature]
Authorized Representative

MONSANTO INSURANCE CO. LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

DATE March 31, 1969

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000792

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Res. Ex 1
4-13-71
admitted
4-13-71
Stanley L. Ford
PC 671-29

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH
Division of Sanitary Engineering

APPLICATION FOR REGISTRATION
OF
REFUSE DISPOSAL SITE OR FACILITY

1. NAME OF REGISTRANT: SANITET & CO.
2. ADDRESS: 2902 Monsanto Ave. Sargeat, Ill. 62206
(STREET) (CITY) (ZIP CODE)
3. REGISTRATION REQUESTED FOR: (Check one or combination if applicable)
☐ Dump ☐ Incinerator
☒ Sanitary Landfill ☐ Other
4. LEGAL DESCRIPTION OF SITE LOCATION: County St. Clair Range
Township 2 north Range 10 west of 3rd Principal Meridian
Section Quarter
5. IS REGISTRANT THE OWNER OF THE DISPOSAL SITE OR FACILITY? Yes ☒ No ☐
6. IF ANSWER TO (5) IS NO, GIVE NAME & ADDRESS OF OWNER:
Monsanto Company, Sargeat, Illinois 62201

In conformance with Section 2 of the Refuse Disposal Law of the State of Illinois, application is made herewith for registration of the refuse disposal site or facility described above.

DATE March 3, 1967

Paul Sweet
Authorized Representative

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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0 4408

LEO SAUGET
PRESIDENT

PAUL SAUGET
SECRETARY AND MANAGER

Sauget and Company

2802 MONSANTO AVENUE
SAUGET, ILLINOIS 62208

40-8

Res. - Ex 4

4-17-71

Imh

March 16, 1967

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Mr. C. W. Klassen
Chief Sanitary Engineer
Department of Public Health
State of Illinois
Springfield, Illinois 62706

Re: Solid Waste Disposal
Sauget/Sauget & Co.

Dear Mr. Klassen:

Your request for a legal description of our disposal sites as to Section and Quarter Section, we do not have Section and Quarter Section descriptions in this area.

The legal description of the waste disposal sites are Lot No. 304 of the Sixth Subdivision of the Cahokia Commons.

Both of the disposal sites have the same description as they are adjoining sites.

The site owned by the Monsanto Company is fenced and only toxic residue is dumped in this enclosed area.

The site owned by the Cahokia Trust is the Industrial Waste and Refuse Dumping.

Very truly yours,

Paul Sauget

*Admitted
4-17-71
Stanley T. Paul
PCB 71-24*

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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MONSANTO
INSURANCE COVERAGE LITIGATION

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH
SPRINGFIELD, ILLINOIS 62706

WILLIAM D. YOOER, M.D., M.P.H.
DIRECTOR

DIVISION OF SANITARY ENGINEERING

March 10, 1967

Res. Ex 3

4-13-71

Imh

Admitted 4-13-71
Stanley T. Ford
PCB 71-29

ST. CLAIR COUNTY - Solid Waste Disposal
Sauget/Sauget & Co.

Mr. Paul Sauget
Sauget & Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Dear Mr. Sauget:

This will acknowledge receipt of two applications for registration of
refuse disposal sites in duplicate.

We are returning the applications to you herewith. The legal description
of the site, Item #4, is identical and incomplete on each of the applications.
Please complete the legal description as to Section and Quarter Section.

It is presumed that the site registration which lists the Monsanto Company
as the owner is the site used for disposal of the industrial wastes in bar-
rels, and that the other site registration is for the area used for a land-
fill. If this presumption is not correct, please include a brief explanation
on the reverse side of the application forms.

Thank you.

Very truly yours,

C. W. Klassen

C. W. Klassen
Chief Sanitary Engineer

CEC/sh
Encl.
cc/West Central Region

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

State of Illinois)
County of St. Clair) SS

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QER

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS

Environmental Protection Agency)

vs.)

Sauget & Company)

No. PCB 71-29

COMPLAINT

The ENVIRONMENTAL PROTECTION AGENCY, by William J. Scott, Attorney

General, complaining of SAUGET & COMPANY, states:

1) Before, on and since November 30, 1970, SAUGET & COMPANY has allowed open dumping at its solid waste disposal site in violation of Section 21(a) & (b) of the Environmental Protection Act (hereinafter "Act") and Rule 3.04 of the Rules and Regulations for Refuse Disposal Sites and Facilities (hereinafter "Land Rules"), effective pursuant to Section 49(c) of the Act.

2) Since November 30, 1970, SAUGET & COMPANY has allowed open burning at its waste disposal site in violation of Rule 3.05 of the Land Rules and Section 9(c) of the Act.

3) Since November 30, 1970, SAUGET & COMPANY has had no adequate fence at its waste disposal site in violation of Rule 4.03(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

4) Since November 30, 1970, SAUGET & COMPANY has had no proper shelter at its solid waste disposal site in violation of Rule 4.03(c) of the Land Rules, effective pursuant to Section 49(c) of the Act.

5) Since November 30, 1970, SAUGET & COMPANY has operated its

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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State of Illinois)
County of St. Clair) SS

File

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS

Environmental Protection Agency)

vs.)

Sarge & Company)

NO. PCB 71-29

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

TO: Mr. Paul Sarge
Sarge & Company
2902 Monsanto Avenue
Sarge, Illinois

You are hereby notified of the filing of the attached Complaint

with the Pollution Control Board of the State of Illinois

You are further notified that you will be required to attend a

hearing at a date to be set by the Pollution Control Board, at which

time you will be required to answer the allegations of the attached

Complaint.

ENVIRONMENTAL PROTECTION AGENCY
BY: WILLIAM J. SCOTT, Attorney General

BY: JIM D. KEEHNER, Assistant Attorney General

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25 1990
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

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ATTORNEY CLIENT PRIVILEGE

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MONSANTO
PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

13) Since November 30, 1970, SAUGET & COMPANY has been dumping refuse over a large impractical area at its solid waste disposal site in violation of Rule 5.03 of the Land Rules, effective pursuant to Section 49(c) of the Act.

14) Since November 30, 1970, SAUGET & COMPANY has permitted the salvage operations to interfere and delay the fill operation in violation of Rule 5.10(c) of Land Rules, effective pursuant to Section 49(c) of the Act.

15) Since November 30, 1970, SAUGET & COMPANY has allowed salvage materials to remain at the site in violation of Rule 5.10(d) of Land Rules, effective pursuant to Section 49(c) of the Act.

16) Since November 30, 1970, SAUGET & COMPANY has allowed scavenging operations in violation of Rule 5.12(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

17) Since November 30, 1970, SAUGET & COMPANY has permitted feeding farm or domestic animals in violation of Rule 5.12(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

WHEREFORE: (a) The ENVIRONMENTAL PROTECTION AGENCY asks that a date be set for a hearing, not less than 21 days from the date of service of this Complaint, before a hearing officer designated by the Board, at which time SAUGET & COMPANY be required to answer the allegations of this Complaint.

(b) The ENVIRONMENTAL PROTECTION AGENCY asks for:

(1) the entry of an order directing SAUGET & COMPANY to cease and desist the aforesaid violations; and (2) the assessment of a penalty in the amount of \$10,000 plus \$1,000 for each day such violation shall be

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MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1980 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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solid waste disposal site without adequate provisions for fire protection in violation of Rule 4.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

6) Since November 30, 1970, SAUCET & COMPANY has allowed unsupervised unloading with no portable fences available and improper policing of the area in violation of Rule 5.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

7) Since November 30, 1970, SAUCET & COMPANY has not been spreading and compacting the refuse as it is admitted to the solid waste disposal site in violation of Rule 5.06 of the Land Rules, effective pursuant to Section 49(c) of the Act.

8) Since November 30, 1970, SAUCET & COMPANY has operated its solid waste disposal site without covering the refuse at the end of the working day in violation of Rule 5.07(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

9) Since November 30, 1970, SAUCET & COMPANY has disposed liquids and hazardous materials without prior approval from the department in violation of Rule 5.08 of the Land Rules, effective pursuant to Section 49(c) of the Act.

10) Since November 30, 1970, SAUCET & COMPANY has operated their sanitary landfill operation without insect and rodent control in violation of Rule 5.09 of the Land Rules, effective pursuant to Section 49(c) of the Act.

11) Since November 30, 1970, SAUCET & COMPANY has permitted unsanitary salvage operations in violation of Rule 5.10(c) of the Land Rules, effective pursuant to Section 49(c) of the Act.

12) Since November 30, 1970, SAUCET & COMPANY has permitted salvage operations near the face of the fill in violation of Rule 5.10(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

shown to have continued.

ENVIRONMENTAL PROTECTION AGENCY
BY: William J. Scott, Attorney General

by: Jim D. Kechner
Assistant Attorney General

William J. Scott, Attorney General
Attorney for Complainant
Jim D. Kechner, Assistant Attorney
General of Counsel
Supreme Court Building
Springfield, Illinois 62706
217/544-4871

MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
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